

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Madera tailored the 2022-2023 Community Development Block Grant (CDBG) Action Plan in a way that would provide a much more direct impact to its citizens. The Action Plan aligns with the goals and objectives set by the 2020-2024 Consolidation Plan. The City strives to use the CDBG funds to increase housing, infrastructure, and to address the homeless crisis in our community.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2020-2024 Consolidated Plan identifies Primary and Secondary Tier priority needs. The Primary needs are housing and homelessness, while the Secondary priority is neighborhood revitalization. The City has identified major gaps across both of the Tier priority needs identified. The 2022-2023 Action Plan was developed with the intention of addressing all three priority needs. The table below outlines the approved subrecipients of the 2022-2023 CDBG allocation.

City of Madera Administration	\$164,402
CAPMC Administration	\$20,000
Madera Coalition for Community Justice (Street Art)	\$5,000
Madera Rescue Mission	\$32,500
O.L.I.V.E Charitable Organization	\$35,400
Pequenos Empresarios	\$10,000
Madera Coalition for Community Justice (Rental Assistance)	\$34,000
City of Madera Parks - Senior Services	\$21,401.50
City of Madera Engineering - ADA Front Counter	\$25,000

City of Madera Public Works - Beautification Project	\$25,000
City of Madera Parks - McNally Park Project	\$609,307
Total	\$982,010

Table 1 - 2022-2023 Action Plan Activities

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Madera reports on its progress towards goals set in the Consolidated Plan and Annual Action Plans in the Consolidated Annual Performance and Evaluation Report (CAPER). The City continues to make progress towards the prioritized goals set in the 2020-2024 Consolidated Plan.

Historically, the City of Madera heavily funded Neighborhood Revitalization, Graffiti Abatement and Senior Activities with CDBG funds. The City reevaluated the community's needs and began prioritizing funds in a different direction. Public surveys and opinions were gathered when the Consolidated Plan was developed, and the City identified Primary and Secondary-Tier priorities.

The Primary-tier needs were identified as:

- Quality Housing (Rent affordability and Rental Assistance); and
- Homelessness (Supportive Services and Prevention).

The Secondary Tier was identified as:

- Neighborhood Revitalization (Infrastructure Improvements, Streets/Roads/ Lighting, and Community Centers/ Parks)

These priorities were critical when deciding which projects to fund.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

During the process to prepare the 2022-2023 Action Plan, the public was given various opportunities to participate in the selection process.

All the CDBG applicants were invited to a meeting with the Block Grant Commission (BGC). The BGC met on two different occasions: June 6, 2022, and June 8, 2022. The public was encouraged to attend, listen to applicant presentations, and ask the applicants any questions.

Following the Block Grant Commission meeting, there was a formal public hearing for City Council to make tentative allocations to the applicants. The Public Hearing opened on June 15, 2022. During the opening of the Public Hearing the public had an opportunity to make comments. The 30-day public comment period closed on July 15, 2022.

Additionally, the public was invited back for a second public hearing on July 20, 2022, to provide any final input prior to finalizing the allocations.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comments made during the first public hearing included a letter written by the Block Grant Commission Chair explaining their rationale in recommendations, representative from Big Brothers Big Sisters and Madera Coalition for Community Justice Street Art who were not recommended funds by the Block Grant Commission. The City Council listened to the comments and agreed to provide an allocation to Madera Coalition for Community Justice Street Art Project.

During the 30-day public comment period, there were no public comments received.

Lastly, during the second public hearing, there were final comments made towards the support to increase the funding amount for Madera Coalition for Community Justice Street Art and a representative from the OLIVE Foundation thanking the City for their allocation.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Madera listened to all public comments and took them into consideration during deliberations. Some applicants were questioned about minimum funding requirements to execute the program. Other applicants were asked about additional funding resources available to them to implement the program. After careful review of each application and public comments, the City agreed upon applicant allocations. The City determined that given the recent allocation of \$1.5 million awarded to Big Brothers Big Sisters and additional funding sources as described by the organization's Executive Director, that CDBG monies could best be allocated towards the other applicants. Note: the City has awarded Big Brothers Big Sisters in previous years and acknowledges the worthiness of their program.

The decision not to fund was based solely on the City's limited funds and the availability of resources to Big Brothers Big Sisters.

7. Summary

The City of Madera strives to provide adequate opportunities and services to the community. A total of 12 applications were received resulting in the funding of 11 projects. The City determined these 11 projects closely aligned with the City's goals and objectives and provided the direct impact to the community. The City of Madera strives to appropriately allocate Community Development Block Grant funds towards projects that improve the overall quality of life for Madera residents.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MADERA	Grants Department

Table 2 – Responsible Agencies

Narrative (optional)

The City of Madera Grants Department is the lead agency in administering the Community Development Block Grant from the U.S. Department of Housing and Urban Development. The Grants Department is also responsible for the preparation of the Consolidated Plan, Annual Action Plans, and the Consolidated Annual Performance Report.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Throughout the preparation of the Action Plan, the City of Madera consulted with a variety of agencies, including the Housing Authority, business groups and many others. The City also attended meetings and spoke with local housing and homeless service providers to gain additional input. The goal of the consultation process was to gather data, inform the community, and determine the priorities of the Madera residents.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The outreach and consultation strategies of the City included the formation of community outreach partnerships with housing, services, workforce developers, community advocates, the real estate community, and others. The partners alerted their clients and program beneficiaries that an important planning process was being undertaken and encouraged active participation by beneficiaries to create a plan that reflected the needs of the community. The City also reached out to community business leaders, including those of the real estate development profession, as well as public agencies and departments of both the City and County of Madera.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Fresno-Madera Continuum of Care (FMCoC) provides comprehensive homeless and housing services to individuals in both the Fresno and Madera regions. FMCoC assists homeless people make the transition from homelessness to independent or supportive permanent housing. FMCoC provides access to education, health and mental health services, employment training, and life skills development. In 2020 FMCoC is comprised of 35 members from a broad spectrum, including: service providers, government agencies, housing providers, and community coalitions.

The city staff within the grants department has actively worked with the FMCoC by attending various community organizations and meetings that address homelessness in the City of Madera. Based on these meetings, the City and the FMCoC identified the need for efforts to expand capacity to treat homelessness in the city. Through volunteer efforts with the CoC and the City, 500 street outreach contacts per year is possible. The FMCoC and the City also work collaboratively each year to conduct the Annual Point In Time Count.

HUD requires all Continuums of Care to produce a statistically reliable, unduplicated count of homeless persons in sheltered and unsheltered locations within their geographic region at a one-day point-in-time (PIT) count. The 2022 FMCoC PIT count identified 4,216 homeless individuals in the Fresno-Madera region, of which, 1,524 were sheltered and 2,338 were unsheltered. In the City of Madera, 73 homeless individuals were unsheltered and 150 were sheltered.

Overall, approximately 6% of the homeless population are parents and 11% are their children. Approximately 25% of the homeless population is considered chronically homeless. A total of roughly 5% of the homeless population are veterans. There were almost no homeless children under the age of 18 living without adults.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

The City of Madera does not apply for ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 3 – Agencies, groups, organizations who participated.

1	Agency/Group/Organization	Housing Authority of the City of Madera
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Unaccompanied youth Market Analysis Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Stakeholder interview/community survey/focus group. Increased likelihood of addressing resident needs.
2	Agency/Group/Organization	Community Action Partnership of Madera County
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing needs assessment, homeless strategy
3	Agency/Group/Organization	Madera Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Increased participation of local business leaders and real estate agents to improve collaboration and gain a better understanding of the impact the market/current economy has on low-moderate income residents.

Identify any Agency Types not consulted and provide rationale for not consulting

The City consulted with a variety of agencies serving Madera residents. No agencies were intentionally left out of the process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Fresno Housing Authority	The Strategic Plan and Fresno/Madera Continuum of Care both address the need to provide services and housing for homeless persons.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Madera Housing Authority Agency Plan	Madera Housing Authority	The Strategic Plan and the Madera Housing Authority's Plan both address the need to provide housing for low/moderate income persons and households and persons with disabilities.
CAPMC Agency Plan	Community Action Partnership of Madera County	The Strategic Plan and the CAPMC Plan both address the need for services to low- and moderate-income persons and households.

Table 4 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The community had several opportunities to participate and was encouraged to provide input and listen to the selection process. After applications were received, the public was invited to two meetings with the Block Grant Commission. During the first meeting, applicants provided a brief presentation of their program. Following their presentations, applicants were available for questions and answers. During the second meeting applicants participated in the selection process. Additionally, there were two public hearings that allowed community members to offer input. At the end of the first public hearing, the community was invited to participate in the 30-day public comment period. During the opening of the first public hearing City staff encouraged the community to provide written comments. Both public hearings were published in the local newspaper, The Madera Tribune. Despite staff efforts encouraging the community to participate, no public comments were received.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	City staff, members of the Block Grant Commission, and representatives from the 2022-2023 CDBG applicants were in attendance. Meetings were held on June 6, 2022, and June 8, 2022.	<p>There were no public comments received.</p> <p>Applicants each presented their projects to Commission members.</p> <p>Members asked clarifying questions to assist in the selection process.</p>	N/A, informational to gather priorities.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	The public hearing was held virtually due to COVID-19, and City staff, City Council, private individuals, and many other organizations were in attendance. The public hearing opened on June 15, 2022.	During the first public hearing, a letter was read on behalf of the Community Block Grant Commission summarizing the selection process. Additionally a representative of a project who the Commission proposed not to fund spoke about the importance and impact of the project.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	The public hearing was held virtually due to COVID-19, and City staff, City Council, private individuals, and many other organizations were in attendance. The public hearing opened on July 20, 2022.	During the second public hearing, there were two public comments. The first was a representative from an approved project. She thanked Council for allocation. The second was a suggestion to consider when the approved McNally Park project is underway.	The comments were heard and valued, but not acted on. If additional funding were to be allocated to these 2 organizations, that would reduce the funding of the other organizations. The reduction of funding in the others would not allow them to move forward with their program. During the application process the applicants were asked about minimum funding requirements for the program to continue. This was used in consideration when allocating the funds.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>This newspaper ad increased the attendance from those who do not have the internet available. There were multiple ads published informing the public of the RFA (April 30, 2022, and May 7, 2022), the first public hearing (June 4, 2022) and the second public hearing (July 9, 2022 and July 13, 2022).</p>	<p>There were no public comments received.</p>	N/A	

Table 5 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Madera is utilizing the CDBG funds to fund the program year 2022 (PY2022) Action Plan. The funds include the annual allocation, as well as reprogrammed funds from previous years.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	922,010	0	60,000	982,010	1,844,020	The City is a CDBG entitlement jurisdiction.
Other	public - federal	Housing	0	0	0	0	0	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - state	Housing	0	0	0	0	0	
Other	public - state	Housing Public Improvements	0	0	0	0	0	

Table 6 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have a matching requirement.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land or property within the City has been identified that would be used to address identified needs. However, the City could use some CDBG funding to acquire such land over the course of the planning period. Furthermore, the City may consider the use of surplus land for the development of affordable housing units.

Discussion

The City attempts to maximize the use of all of its available funding sources by encouraging projects that access private financing (grants, loans, and donations) or other Federal or State funding resources, including tax credits. The City actively pursues available grants for housing and community development programs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 7 – Goals Summary

Goal Descriptions

1	Goal Name	Prevent and Reduce Homelessness
	Goal Description	
2	Goal Name	Enhance Quality of Infrastructure
	Goal Description	
3	Goal Name	Improve Access to Services
	Goal Description	
4	Goal Name	Administration
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a list of the projects funded through the 2022-2023 CDBG Action Plan. The projects consist of administration, public services, and capital projects. Most projects are expected to be completed by June 30, 2023.

Projects

#	Project Name
1	2022-2023 ADMIN- City Administration
2	2022-2023 ADMIN - Community Action Partnership of Madera County - Fresno Madera Continuum of Care
3	2022-2023 PS - MCCJ Madera Youth Leaders Street Art Project
4	2022-2023 PS - Madera Rescue Mission Homeless Program
5	2022-2023 PS - OLIVE Charitable Organization - The Bennett House
6	2022-2023 PS - Pequenos Empresarios Ninos en Accion
7	2022-2023 PS - Madera Coalition for Community Justice - Madera Rental Assistance Project
8	2022-2023 PS - Madera Parks and Community Services - Madera Seniors Nutrition & Recreation Program
9	2022-2023 CAP/PI - City of Madera Engineering Department - ADA Front Desk
10	2022-2023 CAP/PI - City of Madera Public Works Department - Beautification Project
11	2022-2023 CAP/PI - City of Madera Parks Department - McNally Park Project

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

While there are several constraints to meeting the needs of low-income residents, the primary obstacle is that there is a lack of funding to fully address all needs. The economic challenges facing the nation have forced many nonprofits to cut services at a time when governmental entities and others are least able to provide them.

The projects that were prioritized were housing, homelessness and infrastructure. These priorities were identified through the analysis of the Consolidated Plan.

AP-38 Project Summary
Project Summary Information

1	Project Name	2022-2023 ADMIN- City Administration
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services Enhance Quality of Infrastructure Prevent and Reduce Homelessness Administration
	Needs Addressed	Housing Needs Community Services Economic Development Public Improvements and Public Infrastructure Homeless Needs and Services
	Funding	CDBG: \$164,402
	Description	This project is developed for the on-site administration of the PY 2022 CDBG projects.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Low-moderate income residents of the City of Madera will benefit from CDBG projects. Based on subrecipient estimates, staff estimates a total of 43,629 people will be served through the CDBG program during the PY2022.
	Location Description	All CDBG projects take place within City limits of the City of Madera.
	Planned Activities	This project allows for the administrative oversight of the CDBG program. It includes administrative functions on behalf of accounting staff, the Grants Administrator, the Grants Program Manager, and the Grants Administrative Assistant.
2	Project Name	2022-2023 ADMIN - Community Action Partnership of Madera County - Fresno Madera Continuum of Care
	Target Area	City of Madera City Limits
	Goals Supported	Prevent and Reduce Homelessness Administration
	Needs Addressed	Housing Needs Homeless Needs and Services
	Funding	CDBG: \$20,000

	Description	Participation in the Fresno-Madera Continuum of Care allows for more funding opportunities to help serve the homeless. Funding for this project will pay for personnel costs for two members of CAPMC staff to participate on the FMCoC meetings. The FMCoC works collaboratively to reduce homelessness in Fresno and Madera Counties. Because of CDBG funding grants, CAPMC has remained an active participant on the FMCoC Board by attending meetings and serving FMCoC committees.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Numbers are not estimated as the primary focus of this project is to allow for staff to actively participate in the Fresno Madera Continuum of Care and provide oversight to implement the 2023 Homeless Point in Time Count. Staff attend a minimum of 24 meetings per year. Additionally, CAPMC staff will participate in required FMCoC committees such as the Homeless Management Information Systems Committee, Coordinated Entry System Committee, Evaluation Committee, and case conferencing meetings. Involvement with the FMCoC strengthens services to the homeless and helps the FMCoC achieve favorable outcomes, thus ensuring that FMCoC remains competitive for funding. Therefore, the homeless population in the City of Madera are the primary beneficiaries of this project.
	Location Description	Meetings may be located in Fresno, CA. However, CAPMC is located within City limits and the coordination of the 2023 Homeless Point in Time Count is conducted at CAPMC.
	Planned Activities	This project allows for staff to actively participate in the Fresno Madera Continuum of Care and provide oversight to implement the 2023 Homeless Point in Time Count. Staff attend a minimum of 24 meetings per year. Additionally, CAPMC staff will participate in required FMCoC committees such as the Homeless Management Information Systems Committee, Coordinated Entry System Committee, Evaluation Committee, and case conferencing meetings. Involvement with the FMCoC strengthens services to the homeless and helps the FMCoC achieve favorable outcomes, thus ensuring that FMCoC remains competitive for funding.
3	Project Name	2022-2023 PS - MCCJ Madera Youth Leaders Street Art Project
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services
	Needs Addressed	Community Services

	Funding	CDBG: \$5,000
	Description	MYLSAP (Madera Youth Leaders Street Art Project) is creative placemaking and at its best connects community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the place they live in and allows youth to engage in positive change in Madera.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	An estimated amount of 125 clients will be served. The youth involved will benefit directly from the education training that they will receive as youth leaders. However, beyond that the community will benefit from developing young youth citizens.
	Location Description	The project will take place within City limits.
	Planned Activities	The program is comprised of two core components. The first (months 1-3) will be the planning process and preparation and the second (months 4-12) will be the plan implementation. Youth will be engaged from local high schools. Fifteen to twenty-four youth will be recruited. They will meet biweekly. The youth group will be guided by the MCCJ staff coordinator (who is an artist) to navigate the technical considerations of the project. Youth will be educated on a broad range of topics such as facilitation/presentation skills, gathering/analyzing data, research, and mapping assessment. Youth will engage in leadership development, team-building, and relationship-building opportunities with adults. Youth will be provided hands-on opportunities to engage with stakeholders, convene forums, visit street art communities and develop a network with them, and consult with street art experts for assistance on specific art projects and promoting public art spaces.
4	Project Name	2022-2023 PS - Madera Rescue Mission Homeless Program
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services Prevent and Reduce Homelessness
	Needs Addressed	Homeless Needs and Services
	Funding	CDBG: \$32,500

	Description	Madera Rescue Mission is an ongoing program providing emergency and transitional shelter to the homeless, single individuals, and low-income families with children. The program focuses on serving people in need of emergency shelter and food. The Homeless Program helps clients in the process of being homeless to obtain their permanent housing.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 200 people will be served by this project. City residents who are experiencing homelessness will receive the greatest benefit from this project.
	Location Description	The Madera Rescue Mission is located within the City limits of Madera. All services are performed there.
	Planned Activities	<p>The Madera Rescue Mission serves all people in need as it relates to emergency shelter and food. Additionally, they offer the following services:</p> <ol style="list-style-type: none"> 1. Emergency housing for women and children (38 beds) 2. Emergency housing for men (64 beds) 3. Three daily healthy meals. (more than 3,000 meals monthly) 4. A 9/12 - month faith-based Recovery Program is offered 5. Classes in anger management and domestic violence prevention as well ACE Overcomers are offered 6. Work skills in different areas are also offered.
5	Project Name	2022-2023 PS - OLIVE Charitable Organization - The Bennett House
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services
	Needs Addressed	Community Services
	Funding	CDBG: \$35,400
	Description	Olive partners with local law enforcement and other agencies to identify, rescue, and rehabilitate victims of sex trafficking.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that 19 victims of human trafficking will be served.
	Location Description	The Bennett House is located within the City limits of Madera. All services rendered to participants occur at the Bennett House.
	Planned Activities	Participants are connected to all the necessary services they need. Staff assists them with the required paperwork, provide transportation to and from appointments, and connect them with any and all services available. Staff assists with Medi-Cal, social security, ID cards, parenting classes, applying for county workforce, etc. Those who are referred to OLIVE, 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, it is sought out in other counties. The goal is to provide all the available opportunities for empowerment and success.
6	Project Name	2022-2023 PS - Pequeños Empresarios Niños en Acción
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services
	Needs Addressed	Community Services
	Funding	CDBG: \$10,000
	Description	This project Offers bilingual workshops to help develop social skills, financial literacy, family and community bonds, emotional intelligence, assisting with positive self-esteem, environmental awareness, personal evaluation, values and proper etiquette to local youth.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 20 youth will be assisted with the funding for this project. These youth come from low-moderate income households.
	Location Description	Pequeños Empresarios has a local office. All project activities are held there.

	Planned Activities	Youth services are geared towards reinforcing the core subjects to better prepare students and help them improve academically. Additionally, students are taught personal growth by finding their strengths and acknowledging their weaknesses. Another example of our unique program is that cultural and traditional acknowledgment is reinforced. Educational workshops that assist abused, abandoned or neglected children by offering healing and emotional intelligence are offered. Participants are offered classes to assist with job skills development and job placement.
7	Project Name	2022-2023 PS - Madera Coalition for Community Justice - Madera Rental Assistance Project
	Target Area	City of Madera City Limits
	Goals Supported	Prevent and Reduce Homelessness
	Needs Addressed	Housing Needs Homeless Needs and Services
	Funding	CDBG: \$34,000
	Description	In the aftermath of the pandemic moratorium and the expiration of the State's Housing is Key, many families are facing eviction due to nonpayment of rent. MRAP (Madera Rental Assistance Project) will help stem the increase in eviction and homelessness by tiding them over during periods of hardship.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	This project anticipates serving 130 unduplicated clients. In addition, 20 more clients will receive counseling services. Lastly, approximately 500 potential clients will be reached through education of the program (disbursement of flyers). Low-moderate families on the verge of experiencing homelessness or a housing setback will benefit.
	Location Description	MCCJ is located within the city limits. The local office is central to the community. All associated project activities will be within city limits.

	Planned Activities	<p>The goal of Madera Rental Assistance Program (MRAP) is to keep families facing loss of housing housed whether by keeping them in their current housing and failing that, putting them in new housing. In that connection, a secondary goal ensuring that their utilities are uninterrupted. Programs rules will be put in place and implemented to ensure that the funds are conserved, safeguarded and judiciously managed in order to maximize the number of families assisted.</p> <p>The Madera Rental Assistance Program will seamlessly work in tandem with the existing programs. These programs are a one-time per year only and are designed to assist families facing eviction (not COVID related). 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. 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. The maximum monthly rental assistance or mortgage payment is \$1000 per households. Allowable maximum is \$3000.</p>
8	Project Name	2022-2023 PS - Madera Parks and Community Services - Madera Seniors Nutrition & Recreation Program
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services
	Needs Addressed	Community Services
	Funding	CDBG: \$21,401
	Description	The City of Madera Parks & Community Services Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 55 years of age and older. With the COVID-19 pandemic the congregate meal program was changed to a homebound delivered program. With restrictions lifting, this project will reinstate the congregate meal program.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 250 seniors will be served. Seniors are the primary beneficiary.

	Location Description	The Parks department is situated in a highly concentrated low-moderate income part of the community. Services will take place within city limits.
	Planned Activities	This program will focus on planning and preparing for the opening of senior centers as well as resuming the implementation of the Senior Meal program. This would include providing a nutritious and balanced meal five days per week, excluding holidays at the City's two senior sites. Additionally, the City anticipates resuming the administering of the Meals on Wheels program which delivers seven nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors. Fitness and wellness programs will be offered throughout the week could include Tai-Chi, Zumba, chair aerobics, yoga, walking club, core balance and others. We are planning a series of presentations on enhancing wellness, improving healthy living and mental health. Classes in sports, leisure, arts & crafts, book club, music classes, cooking classes, social dances, karaoke and a wide variety of local excursions and regional trips Also highlighting, educational courses, Senior Awareness program presentations and much more.
9	Project Name	2022-2023 CAP/PI - City of Madera Engineering Department - ADA Front Desk
	Target Area	City of Madera City Limits
	Goals Supported	Enhance Quality of Infrastructure
	Needs Addressed	Public Improvements and Public Infrastructure
	Funding	CDBG: \$25,000
	Description	The proposed project involves upgrading the existing front counter in the City of Madera's Engineering Department building for ADA compliance.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is anticipated that approximately 500 low-moderate income residents visit the Engineering department annually.
	Location Description	The Engineering Department office is located in a highly dense low-moderate income area of the community.

	Planned Activities	This project is in response to serving the requested needs of the community. In a survey that went out, residents indicated an ADA compliant front desk would be very beneficial in serving their needs. This project is limited to activities involving upgrading the existing front counter specifically to ensure it meets ADA requirements.
10	Project Name	2022-2023 CAP/PI - City of Madera Public Works Department - Beautification Project
	Target Area	City of Madera City Limits
	Goals Supported	Enhance Quality of Infrastructure
	Needs Addressed	Public Improvements and Public Infrastructure
	Funding	CDBG: \$25,000
	Description	The city will be requesting funding for paint to remove graffiti within the city limits and more specifically in our low moderate-income neighborhoods on the east side and downtown areas.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 30,000 families reside in the area of the community where beautification efforts will be focused. These residents will benefit the greatest.
	Location Description	The beautification project will focus in low moderate neighborhoods on the east side and downtown areas.
	Planned Activities	The expected outcome is removal of all graffiti in our low moderate-income neighborhoods. This can be assessed via drives around these areas and a decrease in complaints of graffiti from citizens.
11	Project Name	2022-2023 CAP/PI - City of Madera Parks Department - McNally Park Project
	Target Area	City of Madera City Limits
	Goals Supported	Enhance Quality of Infrastructure
	Needs Addressed	Public Improvements and Public Infrastructure
	Funding	CDBG: \$609,307
	Description	This project will begin the transformation of a local park situated in a low-moderate income neighborhood.
	Target Date	6/30/2023

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 7,340 low-moderate income residents live in the census tract that McNally park is in as well as the neighboring tract.
	Location Description	Mc Nally Park is situated in Census Tract 9. This neighborhood consists of approximately 3,695 low-moderate income people.
	Planned Activities	The project will include replacing dilapidated park structures including basketball courts, playground structures, and water fountain(s) to address safety concerns and ADA accessibility.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Madera does not direct assistance geographically.

Geographic Distribution

Target Area	Percentage of Funds
City of Madera City Limits	100

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale is driven by Madera's identified priority needs. All CDBG funds are allocated either to city-wide services and programs, or within eligible census tracts.

Discussion

The City has not designated specific geographic areas within its jurisdiction to target or provide direct assistance.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Madera understands the critical need to increase the affordable housing stock as well as assist in maintaining housing and/or prevent homelessness. A few of the projects funded for the 2022-2023 program year target this goal.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	134
Special-Needs	0
Total	134

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	130
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	2
Total	134

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

The City of Madera actively solicited projects that would address this issue. Madera Coalition for Community Justice continues its work serving low-income families and assisting with rental assistance. Their goal is to assist 130 low-income clients.

This is a small step that the City is taking to close the gap in housing in Madera. The City will utilize HOME funds to help with affordable housing through down payment assistance and owner-occupied rehabilitation programs. The City aims to assist two first-time homebuyer households in the purchase of a residence and two low-moderate homeowners in rehabilitating their residence.

AP-60 Public Housing – 91.220(h)

Introduction

Public housing needs are addressed through the Housing Authority of the City of Madera (HACM). The HACM is independent of the City of Madera, and the City retains no control over its funding or implementation of programs.

Actions planned during the next year to address the needs to public housing

The City remains committed in partnering with the City of Madera Housing Authority to address the Public Housing needs of the community. Staff will meet with HACM staff during the 2022 PY to discuss and strategize how to address public housing needs based off of the HACM Public Housing Annual Plan and the identified needs in the community.

Actions to encourage public housing residents to become more involved in management and participate in home-ownership

HACM encourages residents to participate by holding resident meetings and question and answer workshops. HACM sends out informational flyers in both English and Spanish to inform residents of any updates and encourages feedback and comments regarding any changes.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The HACM is not designated as “troubled” and is in good standing under 24 CFR 902.

Discussion

For additional inquiries regarding the HACM's Public Housing Plan, a request can be sent to 205 North "G" Street, Madera, CA 93637.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City's strategy related to the needs of the homeless, those at risk of homelessness, and other special needs populations is focused on providing funding to the Fresno/Madera Continuum of Care (FMCoC). In addition, Madera is collaborating with the Housing Authority of the City of Madera (HACM).

Although Madera is not known for being a dense urban population where homeless populations typically dwell, recent county-wide enumerations have revealed Madera's homeless/transient population as a concern from the social service standpoint, as well as public safety and quality of life concerns.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In 2022-2023 Action Plan, the City will be providing funding to the FMCoC to allow the Community Action Partnership of Madera County (CAPMC) staff to continue to participate in the FMCoC efforts. This funding will support the FMCoC Annual Point-in-Time (PIT) Count, which assesses the needs of the homeless population. It will also support FMCoC outreach and education efforts to make sure homeless individuals and those at-risk of becoming homeless are aware of the resources available to them.

CAPMC works closely with the FMCoC to help address reaching a functional zero with homelessness. Currently, the FMCoC has a by-name registry list that includes all homeless individuals encountered that are willing to complete a Vulnerability-Index Service Prioritization Decision Tool survey. The survey prioritizes the vulnerability of the individual on the basis of chronic homelessness, medical history, mental health issues, substance use history, veteran status, and various other factors. The target is to be able to coordinate housing the most vulnerable and the most chronic homeless in housing program vacancies. The FMCoC currently operates the Multi-agency Access Program Point (MAPP), located in Fresno that is a one-stop service and referral for all homeless. The FMCoC is working to establishing a MAPP in Madera County to enhance the utilization of the coordinated entry and by-name registry list.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City funded the Madera Rescue Mission- Homeless Program to assist in addressing the emergency shelter need in the community.

The FMCoC applies for and receives almost \$6 million annually in HUD homeless funds. Providing CDBG

funding for CAPMC participation in the FMCoC will ensure that Madera remains eligible for HUD funds to address homelessness.

The City is also working with CAPMC to provide transitional housing to at risk families and youth. CAPMC will lease 3-4 units to house individuals or families while they recover and are able to provide their own housing. These units will continue to be recycled with other families and individuals to continue the transitional progress throughout the City of Madera.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Homelessness is a challenging obstacle to address. Through continued partnership with CAPMC, in PY 2022 staff will work towards clearly addressing the chronically homeless persons in the community. City staff will look to broaden this partnership outside of CAPMC and engage other local stakeholders to strategize reducing homelessness in the community while focusing on the transition to permanent housing and independent living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

In PY 2022, staff will focus on homeless prevention strategies and partner with appropriate stakeholders in the community such as the local community hospital, law enforcement, CAPMC, Department of Social Services, Behavioral Health, and others to strategize homeless prevention upon discharge from publicly funded institutions.

The City funded the MCCJ Rental Assistance program to help low-income individuals from becoming homeless. They also provide housing counseling to some of their clients.

Discussion

In addition to services for homeless persons or those at risk of homelessness, the City's special needs

populations includes seniors and disabled persons. The City is funding a program targeting seniors in support of our special needs populations in PY 2022.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Market and governmental factors pose constraints to the provision of adequate and affordable housing. These factors tend to disproportionately affect lower-income households due to their limited resources for absorbing the costs. Local jurisdictions have little influence over the market factors, such as the cost of labor and construction materials, cost of land, and the availability of financing, or statewide and national policies, such as prevailing wage requirements and environmental protection. As discussed in the Market Analysis, other local factors that could impede affordable housing development include:

- Land Use Controls
- Residential Development Standards
- Off-site Improvement Requirements
- Permit and approval process

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is undertaking several actions to reduce potential barriers and constraints to affordable housing, as well as promote housing for special needs populations. These actions include providing a comprehensive Zoning Ordinance Update, regulatory incentives, and density bonuses.

Discussion:

The City works very hard to attempt to overcome all barriers related to affordable housing. Correcting these issues would drastically improve the affordable housing situation within the City of Madera.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Madera uses a range of strategies to address the housing, homeless, and community development goals identified in the Consolidated Plan. This section discusses actions planned to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families in Madera, and to coordinate activities in these areas with other entities.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited amount of Federal, State, and local resources available to meet the many needs in the community. The City of Madera will continue to pursue State and Federal resources as available to meet underserved needs and support efforts of nonprofits serving the community.

Actions planned to foster and maintain affordable housing

As described earlier, the City applies for HOME funds to support its affordable housing program. The City will continue to foster and maintain affordable housing through the following programs:

- The Down-Payment Assistance Program for First Time Homebuyers
- Counseling for first time homebuyers
- The Owner-Occupied Residential Rehabilitation Program

Actions planned to reduce lead-based paint hazards

Lead-based paint hazards are identified and abated prior to construction or close of escrow when the City assists a housing unit built before 1978. Also, the City will continue to provide deferred, zero-interest loans through the Owner-Occupied Residential Rehabilitation Program (OOR) to abate lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

The City's anti-poverty strategy is based on addressing and preventing homelessness and providing a range of employment opportunities and supportive services aimed at enabling those in poverty to move into the workforce. For the 2022-2023 program year, four activities will be funded to address this need. These activities are:

- The Community Action Partnership of Madera County and Fresno/Madera Continuum of Care

Coordination

- The Madera Rescue Mission Homeless Services Program
- OLIVE Safe House
- Madera Coalition for Community Justice Rental Assistance

Actions planned to develop institutional structure

The City's Grants Department is responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan. The Grants Administrator oversees the entire department including a Program Manager that oversees the CDBG program. The Manager is responsible for the daily operations and administration of all subrecipients. Staff works with the individual City divisions, such as Public Works, Parks and Community Services, Engineering and Planning, and the City's CDBG Block Grant Commission to develop procedures and coordination for administering programs. Thus, the City has already developed its institutional structure to coordinate Consolidated Plan activities.

Actions planned to enhance coordination between public and private housing and social service agencies

The Grants Department has undergone an entire transition of new staff. Current staff are focused on collaborating and coordinating project implementation with local stakeholders. Staff recognize the dire need to increase affordable housing stock and improve housing conditions. Moving forward, staff is dedicated to bridging partnerships that will create a long-term impact in the community.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

All CDBG funds are being used to assist low-moderate income individuals.

Attachments

Citizen Participation Comments

Proof of Publication (2022-23 CDBG)

City of Madera Tribune
P.O. Box 255
Madera, CA 93631
Tel. 520-947-2724
info@cityofmadera.org

PUBLIC NOTICE

CITY OF MADERA - ADMINISTRATION

RFP NO. 2022

STATE OF CALIFORNIA)

County of Madera)

I, the undersigned, of the United States and of the State of California, am over the age of eighteen years, am interested in the above entitled matter, and in the name of the Madera Tribune, general circulation, published in the City of Madera, California, where the publication has been adjudged to be a public utility, as a Superior Court of Madera, County of California, under the date of 1900, Case Number 4877, that the notice of which a printed copy has been published in each issue of this newspaper and has in any appropriate following dates, to-wit:

PUBLISHED ON APRIL 30, MAY 7, 2022


I declare under penalty of perjury that foregoing is true and correct.

Dated:

This Day 7th of May, 2022

Signature

Christy Lopez



City of Madera
Community Block Development Grant Availability of Funding Request for Proposals (RFP)

The City will be receiving Community Development Block Grant (CDBG) from the office of Housing and Urban Development (HUD). The purpose of CDBG funds is to provide assistance to local community organizations whose work provides decent housing, a suitable living environment, and/or expand economic opportunities. The projects must meet one of the following three national objectives: 1) benefit low/moderate income (LMI) persons; 2) prevent or eliminate slums and blight; and/or 3) meets an urgent need. Applicants are required to submit a Request for Funding Proposal that outlines their program/project and how it supports the goals and objectives of the CDBG program.

Estimated 2022-2023 Available CDBG Funding	
2022-2023 CDBG Allocation	= \$950,000
2021-2022 Reallocated Housing Funds	\$60,000
Total CDBG Funds	= \$1,010,000

Key Dates	
Date	Action Item
4/25/22	2022-2023 CDBG RFP Opens Applications will only be accepted electronically through City Data Services. See application submission information below.
5/05/22	Technical Assistance Application Meeting 5:30 PM via ZOOM Please use the following ZOOM link to join the meeting: https://us06web.zoom.us/j/88567104160?pwd=c3RlYzVwSGgyVWhtTU9rZnlQNm1jZ2Z2
5/26/22	CDBG RFP Closes Applications must be received by 5:00PM
6/26/22	Community Block Commission Meeting: Monday, June 6, 2022, at 5:30PM • Applicants are encouraged to attend and meet with CDBG members.
6/15/22	CDBG Draft Action Plan to City Council - Public Hearing Opens
7/20/22	Public Hearing Closes/ City Council Approves Final 2022-2023 Action Plan
7/27/22	Submit 2022-2023 Action Plan to HUD

No. 4957 - April 30, May 7, 2022

Proof of Publication

(2015.5 C.C.P.)

The Madera Tribune
P.O. Box 269
Madera, CA 93639
Ph: 559-674-0074
pegli@maderatribune.net

NOTICE OF PUBLIC HEARING

CITY OF MADERA | ADMINISTRATION

REF. NO. 5072

S. A. - OF CALIFORNIA)
) ss.
County of Madera)

I am a citizen of the United States and a resident of said County of Madera; I am over the age of eighteen years, and am a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Madera Tribune, a newspaper of general circulation, published in the City of Madera, County of Madera, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Madera, State of California, under the date of November 9, 1960, Case Number 4873 that the notice, of which the annexed is a printed copy, has been published in each regular and extra issue of said newspaper and not in any supplement thereof on the following dates, to wit:

PUBLISHED ON: JUNE 4, 2022

I certify under penalty of perjury that the foregoing is true and correct.

Dated: _____
This Day 4 of June, 2022
Signature: Christy Lopez

NOTICE OF A PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC ON THE BLOCK GRANT COMMISSION'S RECOMMENDATIONS TO THE CITY OF MADERA CITY COUNCIL REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2022-2023 FUNDING ALLOCATIONS WITH AN ESTIMATED AMOUNT OF \$982,010

Notice is hereby given that the City of Madera will hold a Public Hearing to receive input from the public on the recommendations being made by the City of Madera Block Grant Commission (BGC) on how to allocate the City's 2022-2023 CDBG funds. The public hearing will be held on Wednesday June 15, 2022, at 6:00 PM during the City Council's regularly scheduled meeting. The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live-streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (833) 900-8835 ext. ID #24 4574 9229. Comments will also be accepted via email at citycouncil@cityofmadera.gov or by regular mail at 205 W. 4th Street Madera, CA 93637.

The City of Madera must comply with the regulations of the U.S. Department of Housing and Urban Development (HUD) that require that the 2022-2023 Action Plan funding be used to meet at least 1 of HUD's National Objectives.

- Benefit to low- and moderate-income (LMI) persons
- Aid in the prevention or elimination of slums or blight
- Meet a need having a priority for agency (federal, state or local) need

The objective of this public hearing is for the public to provide input to the City Council on how to allocate the funding so that City Council can provide staff direction to complete the CDBG 2022-2023 Action Plan, which will detail the allocations and uses for the funds.

All persons interested in this matter may be heard at the hearing. Persons of low- and moderate-income, disabled and elderly persons, members of minority groups, and persons residing in areas where CDBG programs and projects are proposed are particularly encouraged to participate. Please contact the City of Madera Grant Administrator Marcela Zuniga at (559) 661-3692 or mzuniga@madera.gov for more information.

No. 0072 - June 4, 2022

Proof of Publication

(2015.5 C.C.P.)

The Madera Tribune
P.O. Box 259
Madera, Ca 93629
Ph: 559-674-2424
legals@maderatribune.net

NOTICE OF PUBLIC HEARING

CITY OF MADERA - ADMINISTRATION

REF. NO. 5157

STATE OF CALIFORNIA)
) ss.
County of Madera)

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the Madera Tribune, a newspaper of general circulation, published in the City of Madera, County of Madera, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Madera, State of California, under the date of November 9, 1955, Case Number 4875 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

PUBLISHED ON: JULY 09, 13, 2022

I certify on solemn penalty of perjury that the foregoing is true and correct.

Dated: his Day 13 of July, 2022
Signature Christy Lopez

NOTICE OF A PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC ON THE BLOCK GRANT COMMISSION'S RECOMMENDATIONS TO THE CITY OF MADERA CITY COUNCIL REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2022-2023 FUNDING ALLOCATIONS WITH AN ESTIMATED AMOUNT OF \$982,910

Notice is hereby given that the City of Madera will hold a Public Hearing to receive input from the public on the recommendations being made by the City of Madera Block Grant Commission (BGC) on how to allocate the City's 2022-2023 CDBG funds. The public hearing will be held on Wednesday July 20, 2022, at 6:00 PM during the City Council's regularly scheduled meeting. The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (559) 500-6633 enter ID: 878 3900 4294 &. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at: 205 W. 4th Street, Madera, CA 93637.

The City of Madera must comply with the regulations of the U.S. Department of Housing and Urban Development (HUD) that require that the 2022-2023 Action Plan funding be used to meet at least 1 of HUD's National Objectives.

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

The objective of this public hearing is for the public to provide input to the City Council on how to allocate the funding so that City Council can provide staff direction to complete the CDBG 2022-2023 Action Plan, which will detail the allocations and uses for the funds.

All persons interested in this matter may be heard at the hearing. Persons of low- and moderate-income, disabled and elderly persons, members of minority groups, and persons residing in areas where CDBG programs and projects are proposed are particularly encouraged to participate. Please contact the City of Madera Grant Administrator Marcela Zuniga at (559) 681-3992 or mzuniga@madera.gov for more information.

No. 0167 - July 8, 13, 2022

SPECIAL MEETING OF THE COMMUNITY BLOCK GRANT COMMISSION

205 W 4th Street, Madera, California 93637

NOTICE OF AGENDA

**Monday, June 6, 2022
5:30 p.m.**

ZOOM

Join Zoom Meeting

<https://us06web.zoom.us/j/86219903825?pwd=OHN5cjBHenFlanMvMHBmUkdNdUMxUT09>

Members of the Public may also comment on agenda items remotely by dialing (669) 900-6833 enter the meeting ID: : 862 1990 3825 and Passcode: 946607 . Comments will also be accepted via email at mzuniga@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637. Attention Grants Department – Block Grant Commission

CALL TO ORDER:

ROLL CALL:

Gabriela Gonzales-Gutierrez:	Nominated by Mayor Garcia
Candy Talley:	Nominated by Council Member Gallegos District 1
Alyssia Arredondo :	Nominated by Council Member Rodriguez District 2
Stephanie Nathan:	Nominated by Council Member Montes District 3
DJ Becker- CBG Chair:	Nominated by Council Member Evans District 4
Olga P. Garcia:	Nominated by former Council Member Garcia District 5
Dulce Arredondo:	Nominated by Council Member Villegas District 6

PUBLIC COMMENT:

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

OBJECTIVES:

The objective of the meeting is to continue discussions commensurate to CDBG reallocation and other related issues.

AGENDA:

- A. CDBG 2022-2023 Review of Applications/Recommendations for Funding – Action

UPCOMING DISCUSSION TOPICS:

COMMITTEE MEMBER REPORTS:

ADJOURNMENT

Next meeting is scheduled for July 11, 2022

-
- Any writing related to an agenda item for the open session of this meeting distributed to the Committee less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
-

I, Marcela Zuniga, Grants Administrator for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Community Development Block Grant - Block Grant Commission Quarterly Meeting Agenda for the Special Meeting of June 6, 2022, near the front entrance of City Hall at 11:30am on Thursday, June 2, 2022.

Marcela Zuniga, Grants Administrator

**SPECIAL MEETING CONTINUED OF THE COMMUNITY BLOCK GRANT
COMMISSION**

205 W 4th Street, Madera, California 93637

NOTICE OF AGENDA

**Wednesday, June 8, 2022
5:30 p.m.**

**Madera Transit Center
1951 Independence Dr.
Madera, CA 93637**

The Madera Transit Center conference room will be open to the public. Comments will also be accepted via email at mzuniga@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637. Attention Grants Department – Block Grant Commission

CALL TO ORDER:

ROLL CALL:

Gabriela Gonzales-Gutierrez:	Nominated by Mayor Garcia
Candy Talley:	Nominated by Council Member Gallegos District 1
Alyssia Arredondo :	Nominated by Council Member Rodriguez District 2
Stephanie Nathan:	Nominated by Council Member Montes District 3
DJ Becker- CBG Chair:	Nominated by Council Member Evans District 4
Olga P. Garcia:	Nominated by former Council Member Garcia District 5
Dulce Arredondo:	Nominated by Council Member Villegas District 6

PUBLIC COMMENT:

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

OBJECTIVES:

The objective of the meeting is to continue discussions corresponding to the 2022-2023 CDBG allocation of funds.

AGENDA:

- A. CDBG 2022-2023 Review of Applications/Recommendations for Funding – Action

UPCOMING DISCUSSION TOPICS:

COMMITTEE MEMBER REPORTS:

ADJOURNMENT

Next meeting is scheduled for July 11, 2022

-
- Any writing related to an agenda item for the open session of this meeting distributed to the Committee less than 24 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
-

I, Marcela Zuniga, Grants Administrator for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Community Development Block Grant - Block Grant Commission Quarterly Meeting Agenda for the Special Meeting of June 6, 2022, near the front entrance of City Hall at 10:30am on Tuesday, June 2, 2022.



Marcela Zuniga, Grants Administrator

From: [Dj Becker](#)
To: [Alicia Gonzales](#)
Subject: Comments for tonight's hearing please?
Date: Wednesday, June 15, 2022 12:51:37 PM

Hi Alicia, Could you please read these below comments into the record at the appropriate time before the BGC hearing? Thank you,

Greetings Mayor and members of the Madera city council,

Before you tonight are the results of our recent evaluations and final Block Grant Commission recommendations. Again this year we had many worthy, effective and deserving community groups who applied for funding from the Block Grant Program.

The Block Grant Commission would like to thank the city staff and the many applicants that prepared and submitted applications for consideration and also for the great work they do.

Madera is very fortunate to have many great service providers and long-established partnerships with groups like The Madera Rescue Mission, CapMC, and the Madera Coalition for Community Justice, among others.

We would also like to acknowledge and congratulate The Central California chapter of Big Brothers and Sisters on their recent grant award of \$1.5 million dollars for their operations in Madera, Fresno, Kings, and Tulare Counties. This is truly going to change the lives of many disadvantaged Central Valley children.

We would have liked to be able to fully fund everyone in the amounts requested, but unfortunately, we had requests significantly in excess of the HUD award amount available.

We seriously considered all requests and made the following difficult allocations, following HUD direction and prioritization of housing, and the prevention of homelessness and we believe we met those goals.

Thank you for the opportunity to serve our community as your Block Grant Commissioners.

DJ Becker, Chair

Grantee Unique Appendices



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: June 15, 2022

Agenda Number: C-1

SUBJECT:

Public hearing on the Community Development Block Grant (CDBG) 2022-2023 Action Plan funding allocation

RECOMMENDATION:

Conduct the public hearing to approve tentative allocations for the use of CDBG 2022-2023 Action Plan funds in the amount of \$982,010

SUMMARY:

On May 13, 2022, City of Madera (City) received notification from the U.S. Department of Housing and Urban Development (HUD), that it was eligible to receive an allocation for the CDBG 2022-2023 Action Plan funds, in the amount of \$922,010. It is noted that there is also an additional \$60,000 of reallocation housing funds from the 2021-2022 allocation that will be reallocated into this Action Plan. The public hearing is for City Council (Council) to consider funding recommendations proposed by the Block Grant Commission (BGC) for this funding, and to receive input from the public, to determine tentative funding allocations. Per HUD regulations, a 30-day public comment period is required after approving tentative allocations. After such period culminates, staff will bring back the tentative allocations during a future public hearing, for final approval by Council.

DISCUSSION:

The City is a CDBG entitlement jurisdiction which receives an annual funding allocation. Each year, the City is eligible to apply for and receive the funds, through the development and submittal of an Action Plan. HUD has three national objectives for the CDBG program. When submitting the annual Action Plan to HUD, all proposed activities must meet at a minimum, one of the following objectives:

- 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 the national objectives that HUD requires and through the development of a five-year Consolidated Plan, the City has identified the following primary and secondary-tier priorities for funding cycles 2020-2024:

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

ELIGIBLE USES OF FUNDS

When the City is awarded its specified allocation, HUD requires that funds be spent on activities across three distinct categories:

- Administration; 20 percent maximum of allocated funding
- Public Services; 15 percent maximum of allocated funding
- Capital Projects/Public Improvements; no minimum or maximum thresholds of the available funding.

The maximum percentage allocation amounts are always based on the current year award, which for 2022-2023 Action Plan is \$922,010. This means the maximum amounts for Administration and Public Service are \$184,402 and \$138,301, respectively.

SUMMARY OF SUBRECIPIENT GRANT APPLICATIONS

In the Spring of 2022, City staff released a Request for Funding Proposal (RFP) inviting eligible and interested entities to submit applications for CDBG 2022-2023 funds. There was a total of 10 applications received. The BGC convened on June 6, 2022 and June 8, 2022 to review applications, listen to presentations made by the interested entities, and to deliberate over the merits of each applicant due to receive CDBG funding. Their primary objective was to derive at consensus on funding distributions and propose such recommendations to Council.

Table 1 below indicates the funding limits that can be allocated to administration, public service, and capital projects. The third column breaks down the amounts requested by category, and contains the total amount requested by the applicants.

Table 1: Requested Grant Funding by Applicants		
Funding Categories	Maximum that can be allocated	Requested grant amount

Administration (20% maximum) (2 grant proposal received)	\$184,402	\$204,402
Public Service (15% maximum) (7 grant proposals received)	\$138,301	\$433,986
Capital Projects/Public Improvements (no maximum) (2 grant proposals received)		\$50,000
Current Year Allocated Amount	\$599,306	
2021-2022 Rollover Amount	\$60,000	
Total Capital Project/Public Improvements	\$659,306	
Total	\$982,010	\$688,388

BGC ADMINISTRATION ALLOCATION

For CDBG Administration, there were only two applications. Table 2 below shows the applicants, the amounts requested and the BGC recommendation. The eligible allocation is \$184,402 and the total requested is \$204,402.

Table 2: BGC Recommended Administration Allocations		
Applicant	Amount Requested	BGC Recommendation
City; Action Plan Administration Administration to Oversee CDBG program	\$184,402	\$164,402
CAPMC – Fresno Madera Continuum of Care Point-in-Time Count Administration	\$20,000	\$20,000
Total	\$204,402	\$184,402

BGC PUBLIC SERVICES ALLOCATIONS

For CDBG Public Service, there were a total of 7 applications. The BGC followed HUD's National Objectives, along with the City's Priorities, to come up with the recommendations for Public Service. Table 3 below has a breakdown of the applicant, the amount requested and the recommendation from the BGC. The eligible allocation is \$138,301 and the total requested is \$433,986.

Table 3: BGC Recommended Public Service Allocations		
Applicant	Amount Requested	BGC Recommendation
Big Brothers Big Sisters of Central California - High School Bigs Program	\$10,000	\$0

<i>Youth Mentoring STEM</i>		
Madera Coalition for Community Justice <i>Madera Rental Assistance Project</i>	\$86,825	\$30,000
Madera Coalition for Community Justice - Madera Youth Leaders Street Art Project <i>Downtown Improvement Street Art</i>	\$27,403	\$0
Madera Rescue Mission- Homeless Services Program <i>Homeless Prevention and Services</i>	\$34,500	\$34,500
O.L.I.V.E. Charitable Organization - O.L.I.V.E. Safe House <i>Temporary Victim Housing</i>	\$37,400	\$37,400
Pequeños Empresarios Inc. - <i>Child Entrepreneurship and Education Program</i>	\$89,358	\$10,000
City of Madera, Parks & Community Services – Madera Senior Nutrition & Recreation Programs <i>Senior Wellness, Meals, and Recreation</i>	\$148,500	\$ 26,401.50
Total	\$433,986	\$138,301.50

CAPITAL PROJECTS/PUBLIC IMPROVEMENTS

For CDBG Capital Projects/Public Improvements, there were a total of 2 applications. Table 4 below has the Capital Projects/Public Improvements applicants, their requested amount and the BGC recommendation. The total available allocation is \$659,306 and the total requested is \$50,000. Staff is proposing to incorporate allocation of the remaining balance to the McNally Park Project into the Annual Action Plan. Staff is recommending allocating the remaining capital/public improvement balance of \$609,307 towards improvements at McNally Park.

Table 4: BGC Recommended Capital Projects/Public Improvements Allocations		
<i>Applicant</i>	<i>Amount Requested</i>	<i>BGC Recommendation</i>
City; Engineering Department <i>Front Counter ADA Compliant Upgrades</i>	\$25,000	\$25,000
City; Public Works Department <i>Beautification Project</i>	\$25,000	\$25,000
Total	\$50,000	\$50,000

A 30-day public review and comment period will begin on June 16, 2022 should tentative allocations be approved during this Council meeting. All interested parties are invited to provide written comments for the City, to consider before Council makes final allocations. The public review and comment period will expire July 20, 2022 at 5 pm. This item has been tentatively scheduled for Council consideration at its July 20, 2022 meeting.

FINANCIAL IMPACT:

The City will be administering the 2022-2023 grant with the requested administration funding. If the City is not awarded the administration request from the CDBG 2022-2023 Action Plan, the administration expenses may impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

- *Strategy 136:*
 - Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.
- *Strategy 407:*
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- *Strategy 337:*
 - Develop programs for Maderans of all ages with an emphasis on youth and senior activities.
- *Strategy 121.1:*
 - Add facilities and amenities for the public.

ALTERNATIVES:

As an alternative to the BGC's recommendations, the Council may:

1. Reject the BGC's allocations.
2. Adjust the BGC's allocations.
3. Develop new allocations.

ATTACHMENTS:

1. CDBG 2022-2023 Action Plan Grant Funding Applications
 - **Public Service Applicants**
 1. Pequeños Empresarios
 2. Big Brothers Big Sisters of Central California
 3. O.L.I.V.E Charitable Organization
 4. Madera Rescue Mission
 5. City of Madera, Parks and Community Services Department
 6. Madera Coalition for Community Justice (MYLSA)
 7. Madera Coalition for Community Justice
 - **Administration Applicants**
 8. Community Action Partnership of Madera County
 - **Capital Project/Public Improvements Applicants**
 9. City of Madera, Engineering Department
 10. City of Madera, Public Works Department

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type:	Public Service
Legal Name of Organization:	Pequeños Empresarios
Name of Project/Program:	Ninos en Accion
Street Address/Service Area of Project:	16905 Road 26 Suite 103
City:	Madera
Zip:	93638
Amount Requested for this Project:	\$18,354
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, Ca 93638
City:	16905 Road 26 Suite 103
Zip:	93637
Grant Administrator:	Helenice Solis
Title:	Public Relations
Phone:	957716763
Email:	Madera, Ca 93638
SAM Number:	System for Award Management (Formerly, CCR) Number
CEI Number:	16905 Rd 26 Suite 103
Federal EIN/TIN Number:	45-5640209
Program/Project Administrator:	Louron Hipolito
Title:	President
Phone:	5597184301
Email:	16905 Rd 26 Suite 103
Type of Entity/Organizational Structure:	Non-Profit
Brief Project Description(50 Words Max):	Offering bilingual workshops to help develop social skills, financial literacy, family and community bonds, emotional intelligence, assisting with possible self-esteem, environmental awareness, personal evaluation, values and proper etiquette.

CDBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.) Educational workshops that assist abused, abandoned or neglected children by offering healing and emotional intelligence support SOORCE (Previous Workshops held) Help assist low-income individuals to create an unlimited mental set of possibilities. 2021 census data shows that 35.2% of age groups 15+ enter labor force. (SOORCE census.gov) Programs to assist with job skills development and job placement. According to the Madera juvenile data base, 3067 juveniles are incarcerated yearly. We offer a community network of assistance to prevent the statistics from continuing to grow.

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

Kidshelpline.org, childrenand.org and Unicef.org, hysan.org

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

Our services are geared towards reinforcing the core subjects to better prepare students and help them improve academically. Additionally, students are taught personal growth by finding their strengths and acknowledging their weaknesses. Another example of our unique program is we offer cultural and traditional acknowledgment. We offer

4. Describe the method used to measure the effectiveness (outcome) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. Children are provided with a questionnaire to analyze their skills. During the course, children receive one-on-one sessions to measure course progress through personal testimonials. Children are able to validate the impact of the program and describe the impact it has created in their lives. A survey is provided to the children after completing a course to measure its success.

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(g)

☐ **LMA-Area Benefit.** 570.208(g)(1) Area-wide activities benefit ALL residents in a particular area, where at

<https://www.citydataservices.net/ces/maderacslaps2022enr.p?ipl=C237&prop=113>

least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project, and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDRG LMA Service Area Map

LMC-Limited Clientele. 570.208(a)(2).

Limited Clientele. 570.208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

Presumed Benefit. 570.208(a)(2)(ii)(A) Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☐ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☒ Migrant farm workers
- ☐ Handicapped individuals
- ☐ Homeless persons
- ☐ Persons with AIDS

Client Document Review. 570.208(a)(2)(iii) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

Income Certification. 570.208(a)(2)(iv) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

Limited Clientele. 570.208(a)(2)(j) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

Limited Clientele. 570.208(a)(2)(ii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mid person).

Limited Clientele. 570.208(a)(2)(ii) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(i), (a), and (b).

LMH-Housing Activities. 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

LMI-Jobs Activities. 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

Slum and Blight. 570.208(a) Activities that aid in the prevention or elimination of slums or blight. For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

Urgent Need. 570.208(a) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

Our objectives are measured by the outcome of our student surveys/testimonials from when they enter our workshop phase 1, to the final phase. We also measure our objectives by the input we gather from our parents staff and coaches at the end of our workshops. When beginning our program the student starts with very low self-esteem, quite and close minded. Then receive the tools to properly communicate with others and build confidence to make an impact in their future by our final workshop.

7. How will your program meet its goals in one year?

Our goal is to accentuate our program by gathering the proper tools to facilitate our leaders and staff with more trainings to better educate our children. By doing so we expand our children's learning capacity and overall growth.

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

Other applications submitted apart from the City of Madera that have not been funded are the following: White House, Latin Community Foundation, Latina Giving Circle, Vaccinate all 50, New York Life.

At this moment we are not committed to any funders

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific). No current fund raising due to COVID-19. All support has been from our community partners. We plan on starting our monthly fund raisers in the near future.

10. What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions. Public participation was achieved through social media ads, parents, family members and children spreading the word of our movement. Our community supported us by donating their time as well as food and supplies for our kids. They support us as volunteers by promoting our programs and services.

11. If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services. We primarily serve our community of Madera and during COVID were able to expand our services outside of our geographical area to a few surrounding cities. Our online workshops were never funded by any outside organizations.

12. When there is an overflow of clients, how is it determined whom to serve? Children are selected on a first come first serve basis.

13. Discuss your program's/project's successes. Since the program started in 2010 we have 70% of participating families start a new business. Additionally, since the program inception, 90% of the students who have received the services have considerably increased their academics and overall growth.

14. Discuss your program's/project's past performance (2015 to 2020). In our twelve years of serving the community, the Promesas Empresarios program has grown each year. We have increased the number of children and families enrolled in the program. We have added more services and workshops. We were able to provide LIFE supplies and have been able to provide substantial information and updates/regulations.

15. Discuss how your program/project shall document that it provides either a new service or a quantifiable increase in the level of service. We've increased the age criteria from 7-12 to now 7-17. We are now offering our workshops to all high schools in Madera County. We have also provided information about local resources available to our community.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	28,541
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	501
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?	<input checked="" type="radio"/> Yes <input type="radio"/> 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(k)/3 or 401K plans, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answer to #3 above. Limit your response to the space below expanded the age required to attend the program.	

AGE	GENDER

<https://www.citydataservices.net/tes/madera/app2022src.p?rpt=C242Anrpt=101>

3/7

5/7/22, 4:28 PM

City Data Services - Madera

0-5	0
6-12	200
13-17	200
18-24	70
25-34	30
35-39	0
40-44	0
45+	0
Total	500

Female	300
Male	200
Total	500

Female-Headed Households	30
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Ethnic Categories*	Clients
Hispanic or Latino	500
Not-Hispanic or Latino	0
Total	500

Racial Categories*	Clients
American Indian or Alaska Native	0
Asian	0
Black or African American	0
Native Hawaiian or Other Pacific Islander	0
White	0
Other	500
Total	500

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the J.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 (excluding 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 "African" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Public participation was achieved through social media ads, parrots, family members and children spreading the word in our movement. Our community supported us by donating their time as well as food and supplies for our kids.

They support us as volunteers by promoting our programs and services.

<https://www.cityofmadera.net/asi/madera/app/0729rc.p?pl=C232&prop=03>

4 of 6

2. Note complaints that have been received, etc.
No complaints received.

3. Provide evidence of collaboration with other agencies within the community.
Madera Mission, Mexican Consulate, Fresno Area Hispanic Foundation, Lideres Campesinos, Educational Council California.
Evidence will be provided below.

F. REFERENCES:

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

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

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

Name: Emilio Miles-Mattigly	Title: CEO
Company/Agency: Geneset WestCo	Tel. Number: 559-681-9838
Email Address: emilio@genesetwestco.com	

Name: Olga Nunez	Title: Director
Company/Agency: California State University, Fresno Foundation	Tel. Number: 559-545-8415
Email Address: nunezo@csu.fresno.edu	

Name: Dora Westlund	Title: CEO
Company/Agency: Fresno Area Hispanic Foundation	Tel. Number: 559-577-2975
Email Address: dwestlund@fresnocon.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 1 / Month

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

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

Minimum: 3 Maximum: 7

Date of Incorporation: 10/28/2013

FINANCIAL:

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

Wells Fargo \$20,000 approval pending.

Vaccinate ALL 50 \$5,000 approval pending

Fresno Area Hispanic Foundation- \$1,200 received

City of Madera \$2,453 received

Graduation funding:

Creative Leadership Associates \$300

Primer AG \$700

Sabor es poder \$750

Central Valley Town care \$300

Jose Ramirez \$250

CVRG services \$300

Madera Martin Arts \$300

Jose Ruiz \$1,300

Rosa Morillo \$1,200

Maria Tapia \$300

- If salaries \$1330
 Welfare Time \$700
 How often are financial records audited, and by whom? Financial records are done once a month. Done by Maria Vargas Treasurer
 Are the treasurer and/or other financial officers bonded? ☐ Yes ☒ No
 If so, for how much?
 List any judgments or pending lawsuits against the agency or program:
 none
 List any outstanding obligations:
 none

Budget Line Item	Madras	Other Funding	Program Total
Personnel Lines needed:			
Benefits			\$3
Taxes			\$3
Subtotal Personnel	\$0	\$0	\$3
Non-Personnel			
Move-In Assistance			\$3
Supplies & Materials	\$7,925		\$7,925
Equipment			\$3
Communications	\$4,186		\$4,186
Meetings & Conventions			\$3
Travel & Transportation			\$3
Training	\$0		\$3
Consulting			\$3
Evaluation			\$3
Other Lines needed: 7			
Payroll	\$30,000		\$30,000
workshops	\$8,600		\$8,600
graduations	\$6,000		\$6,000
Utilities	\$2,514		\$2,514
insurance	\$2,913		\$2,913
Teachers & Trainers	\$17,100		\$17,100
Rent	\$10,120		\$10,120
Subtotal Non-Personnel	\$89,353	\$0	\$89,353
Total Personnel & Non-Personnel	\$89,353	\$0	\$89,353
Indirect Costs			\$0
TOTAL	\$89,353	\$0	\$89,353
Proposed # of Persons Served	500		
Cost per Individual	\$179		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application **WILL NOT** be able to be submitted with missing required attachments! Please take this into consideration when filing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 579-561-3692 or mzuniga@madras.org at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
☐ Organization Chart
☒ Non-Profit Determination Letters, IRS & State (501.3c)

☒ Most Recent Financial Statements
☐ Most Recent Audit & Findings, if any
☐ Program Intake Policies
☒ Client Intake Form
☐ Evaluation Document
☐ Board Certification

Link or Explanation for Missing Attachments

ARTS-EB-338.pdf
 P.E. BYLAWS OF 334.pdf
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<https://www.citydataservices.net/index/madrasmain.asp2022&rcul7&ul7-C232&rap=103>

6/7/22, 4:26 PM

City Data Services - Madera

- ☒ Board Roster
- ☐ Income Certification Form
- ☒ Other -
- ☒ Other - Children Quest Lorraine

[BoardofDirectors342.docx](#)

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[EMPRESARIOS35.pdf](#)

[EMPRESARIOS34.pdf](#)

[EMPRESARIOS33.pdf](#)

Submitted By:

Leonor Hipolito

Date Signed

115/26/2022

Initially created 5/7/20 8:02Z 10 44 08

<https://www.citydataservices.net/cities/madera/app?u22arr.pl?pr=C232&prop=103>

7/7

ARTS-PB-501(c)(3) **Articles of Incorporation of a Nonprofit Public Benefit Corporation**

To form a nonprofit public benefit corporation in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

Important! California nonprofit corporations are not automatically exempt from paying California franchise tax or income tax each year. A separate application is required in order to obtain tax exempt status. For more information, go to https://www.ftb.ca.gov/businesses/exempt_organizations or call the California Franchise Tax Board at (916) 845-4171.

Note: Before submitting this form, you should consult with a private attorney for advice about your specific business needs.

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/businesses/doing-business.htm

Corporate Name: Use the proposed corporate name. Go to www.sos.ca.gov/businesses/doing-business.htm for general corporate name requirements and restrictions.

① The name of the corporation is **PEQUEÑOS EMPRESARIOS, INC.**

Corporate Purpose: Check one or both boxes. Box 2a. The specific purpose of the corporation must be listed if you are organizing for "fund" purposes as if you intend to apply for tax-exempt status in California.

- ② a. This corporation is a nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for ☒ public purposes. ☐ charitable purposes.
- b. The specific purpose of this corporation is to **SEE ATTACHMENT A**

Service of Process: Is this California resident or an active U.S. corporation? California law requires that you list an agent to accept service of process in case your corporation is sued. You may list any adult who lives in California. You may not list your own corporation as the agent. Do not list an address if the agent is a U.S. corporation as the address for service of process is already on file.

- ③ a. **HARRY PASCUZZI**
Agent's Name
- b. **2377 W. SHAW AVENUE, SUITE 201** **FRESNO** **CA 93711**
Agent's Street Address (If agent is not a corporation, do not list P.O. Box) City or town/county State Zip

Corporate Address:

- ④ a. **414 ELM STREET** **MADERA** **CA 93538**
Street Address of Corporation (Do not list a P.O. Box) City or town/county State Zip
- b. **414 ELM STREET** **MADERA** **CA 93538**
Mailing Address of Corporation (Do not list a P.O. Box) City or town/county State Zip

Additional Statements: The following statements are required to obtain an exemption from the Internal Revenue Service or the California Franchise Tax Board under Internal Revenue Code section 501(c)(3). Note: Corporations seeking other types of tax exemptions should not use this form.

- ⑤ a. This corporation is organized and operated exclusively for the purposes set forth in Article 2a hereof within the meaning of Internal Revenue Code section 501(c)(3).
- b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
- c. The property of this corporation is irrevocably dedicated to the purposes in Article 2a hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
- d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

This form must be signed by each incorporator. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of incorporation.

✍ **Leonor Hipolito** **LEONOR HIPOLITO**
Incorporator - Sign Here Print your name here

Drop-In/Window or kiosk/online to Secretary of State
Upon filing, we will return one (1) unrecorded copy of your filed document for free, and will certify the copy upon receipt and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944280
Sacramento, CA 95894-2800

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814

Corporations file by §§ 5550-5551 and by, Resolutions filed by §§ 21151 and seq. on 2/10/17 seq.
ARTS-PB-501(c)(3)-REV 08/2015

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www.sos.ca.gov/businesses

The chair stated that the election of officers was in order. The following persons were nominated for the offices set forth opposite their respective names:

Leonor Hipolito	President
Jaime Olibas	Vice President
Maria S. Vargas	Treasurer
Jacinta Beatriz González de Berrocal	Secretary

Hearing no further nominations, and on motion duly made and seconded, the chair declared that the persons named above were duly elected to the offices set forth opposite their respective names, to serve for the coming year.

There being no further business, the meeting was, on motion duly made and seconded, adjourned at 12:40 Pm

Respectfully submitted,

Date: 10/27/2015


Jacinta Beatriz González de Berrocal,
Secretary of the Meeting



State of California Secretary of State

N

Statement of Information (Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)

Filing Fee: \$20.00. If this is an amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

EW25822

FILED

In this office of the Secretary of State
of the State of California

JAN-23 2014

1. CORPORATE NAME
PEQUENOS EMPRESARIOS, INC.

2. CALIFORNIA CORPORATE NUMBER
C3815525

This Space for Filing Use Only

Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)

3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE
414 ELM STREET, MADERA, CA 93638

4. MAILING ADDRESS OF THE CORPORATION CITY STATE ZIP CODE
414 ELM STREET, MADERA, CA 93638

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the printed titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER ADDRESS CITY STATE ZIP CODE
LEONOR HIFOLITO 414 ELM STREET, MADERA, CA 93638

6. SECRETARY ADDRESS CITY STATE ZIP CODE
JACINTA BEATRIZ GONZALEZ DE BERROCAL 408 S. I STREET, MADERA, CA 93637

7. CHIEF FINANCIAL OFFICER ADDRESS CITY STATE ZIP CODE
NORMA CHAVEZ 3579 DOUBLE TREE WAY, MADERA, CA 93637

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.

8. NAME OF AGENT FOR SERVICE OF PROCESS (The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.)
HARRY PASQUZZI

9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
2377 WEST SHAW AVE, SUITE 201, FRESNO, CA 93711

Davis-Spring Common Interest Development Act (California Civil Code section 1363, et seq.)

10. ☐ Check here if the corporation is an association formed to manage a common interest development under the Davis-Spring Common Interest Development Act.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

01/23/2014

LEONOR HIFOLITO

PRESIDENT

DATE

TYPEPRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

APPROVED BY SECRETARY OF STATE

SI-100 (REV 01/2013)

Scanned with CamScanner

Forma Para Registro #4

* Required

Datos personales

Llene los espacios con la información requerida

1. Nombre y apellido del padre, madre o representante *

2. Correo electrónico *

3. Dirección *

4. Teléfono de contacto *

5. Grupo étnico *

Check all that apply

- ☐ Blanco
☐ Hispánico
☐ Asiático
☐ Negro

6. Ingreso anual hasta:

Check all that apply.

- ☐ \$0 - \$7000
☐ \$7000 - \$15000
☐ \$15000 - \$25000
☐ \$25000 - \$50000
☐ \$50000 - \$100000

7. Nombre y apellido de niño/a

8. Fecha de nacimiento del niño/a

Example: January 7, 2019

9. Escuela y año escolar

10. Número de teléfono de su representado(a)

11. ¿Sabe hablar español?

Mark only one oval.

- ☐ Sí
☐ No

12. ¿Su representado sabe leer y escribir en español? *

Check all that apply.

- ☐ Si
☐ No

13. ¿Cuenta con seguro médico? De ser así, por favor facilítenos los datos de la póliza

Skip to question 14

Firmamos padres:

Por medio de este documento presentamos el siguiente acuerdo entre Pequeños Emprendedores y el Padre, Madre, Representante o Tutor(a) del joven que comenzará a formar parte de los talleres de formación vía online que brinda nuestra organización.

Agradecemos que les este acuerdo no mucho deteniendo, pues el mismo contiene las normas, beneficios y consideraciones que conforman la dinámica de nuestro trabajo. Al finalizar le solicitamos que coloque su firma como indicativo de que ha leído, entendido y aceptado completamente la información proporcionada y que autoriza a su hijo(a) a participar en los talleres.

CONSENTIMIENTO DE PARTICIPACIÓN Y TOMA DE FOTOGRAFÍAS

- Como Padre/Madre estoy completamente informado(a) sobre el contenido de los talleres de Pequeños Emprendedores y acepto que mi hijo(a) participe en ellos.

- Entiendo que este taller es parte de un programa teórico-práctico que requiere de lecturas, clases grupales en línea y actividades prácticas que pueden o no ayudar en el crecimiento personal del participante.

- Entiendo que el taller se realiza de manera presencial y que Pequeños Emprendedores tomará todas las medidas de Bioseguridad que sean necesarias.

- Entiendo que varios de los procesos del programa implican compartir experiencias que pueden llegar a ser complicadas y que generen agotamiento, emociones fuertes, alegría, enojo, satisfacción o aceptación. Nos hemos encontrado con algunas veces en las que los niños, al ser parte de estas experiencias, han sido desbordados por sus emociones produciéndose llanto, bien sea de alegría o de tristeza. De llegar a presentarse esta situación, no es motivo de alarma, pues el personal de Pequeños Emprendedores está capacitado para abordar la situación.

- Entiendo que el desarrollo de las actividades incluye la realización de juegos y/o actividades físicas que podrían llegar a causar un golpe o lesión física en mi representado(a), por lo tanto, no responsabilizo a Pequeños Emprendedores ni a su equipo de este tipo de situaciones ni de su correspondiente tratamiento.

- Me comprometo a proporcionar cualquier impedimento o condición física y salud que tenga mi hijo y que le impidan el normal desenvolvimiento en las actividades.

- Me comprometo a no plagiar ni reproducir el material de lectura facilitado por Pequeños Emprendedores.

- De igual manera, autorizo a mi representado(a) acudir a las entrevistas y/o actividades presenciales que así lo requieran, a su vez me comprometo a enviar a mi representado(a) con todas las medidas de bioseguridad que sean necesarias (mascarillas, alcohol, etc.) y enterado que si mi representado(a) resultara contagiado de Covid-19, mi responsabilidad de Pequeños Emprendedores y el personal a cargo de la actividad.

- Autorizo a mi representado(a) acudir a las actividades que Pequeños Emprendedores realice en línea de los programas en donde regularmente se desarrollan las clases.

- Por último, autorizo a Pequeños Emprendedores para que realice la toma de fotos y/o video de mi hijo(a) y que esas imágenes sean utilizadas por Pequeños Emprendedores en imágenes impresas, digitales, videos u otros medios para propósitos de promoción y publicidad de Pequeños Emprendedores. Esas imágenes serán propiedad de Pequeños Emprendedores para utilizarlas como crea conveniente.

CONSECUENCIAS CONTEMPLADAS

Durante el desarrollo del programa se informarán una serie de normas que ayudan a facilitar la disciplina y el orden en clase. Dichas normas se refieren a puntualidad, dinámica de trabajo, cumplimiento de

ACUERDO PARA PADRES

asignaciones, respeto y participación. El incumplimiento de su consentimiento que a su hijo(s) no cumplirá con las normas se le llamará la atención, y de persistir en su conducta inadecuada, será desatendida.

Si es la primera vez que se comete la falta, recibirá una llamada de atención verbal, por parte de los maestros.

Si es la segunda vez que se comete la falta, recibirá una nueva llamada de atención por escrito por parte de los maestros y se le retirarán boletos.

DEBERES Y DERECHOS DE LOS PADRES:

Son deberes de los padres:

1. Asistir a todas las juntas de padres. Para eso se agendarán anticipadamente.
 2. Asistir a talleres educativos siempre y cuando cumplan con los requisitos solicitados.
 3. Apoyar a sus hijos con tareas asignadas.
 4. Apoyar incondicionalmente al crecimiento de sus hijos.
 5. Asegurarse de que su representante(s) lo que llegar a tiempo a las clases. Las faltas deben ser justificadas, de no ser así a las tres faltas se pondrá en lista de espera.
- Los Padres tienen derechos:

1. Sumar a uno o más de sus hijos siempre y cuando llenen la forma correspondiente y cumplan con los requisitos.
2. Formar parte del consejo de Padres de Familiares Empresarios al así lo desea.

14. ¿Está de acuerdo con el Acuerdo para Padres? *

Mark only one oval.

☐ Sí

☐ No

15. Indique la fecha en la que dio su consentimiento *

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PEQUEÑOS EMPRESARIOS

Ninos por un mundo mejor

CONTACT

PHONE:
(559) 718-4801

WEBSITE:
www.pequenosempresarios.org

EMAIL:
Fundación@pequenosempresarios.org

Pequenos Empresarios

2022 Board of Directors

Leonor Hipólito
President

Maria Vargas
Treasurer

Michael Rodriguez
Public Relations

Rosemilla Suarez
Oficial

Jaime Olibas
Oficial

EMPRESARIOS

Nombre: _____

Fecha: _____

Cuestionario de inicio cuanto sabes de valores

Marca la respuesta que creas correcta

Donde debemos practicar los valores?

En la escuela ☐

En todas partes ☐

Respeto es llegar a un lugar

Saludar ☐

Discutir ☐

Que es bullying?

Pelear y burlarse ☐

Abrazar y compartir ☐

Que es la confianza?

Dudar de las personas ☐

Es la seguridad que te brinda el otro ☐

Que es la generosidad?

No compartir ☐

Dar sin esperar nada a cambio ☐

Que es solidaridad?

Apoyo que se le brinda a otro ☐

Ignorar a las personas ☐

Escribe los valores que conozcas: _____

pea 2-15

EMPRESARIOS

CUESTIONARIO FINAL DE PUNTOS

Nombre

Fecha

Como se gana dinero?

Trabajamos a cambio de dinero hay muchos tipos de trabajos dependiendo de la educación

El dinero se gana pidiendo en las oficinas del gobierno ☐

Qué es el departamento de tesoros?

El lugar donde te regalan monedas y billetes ☐

El lugar donde crean las monedas se imprime los billetes que usamos ☐

Que es un cheque?

Es un tipo de marca que se deja en un papel ☐

Es un tipo de cuenta bancaria que le permite poner dinero (depósito), o sacar dinero (retiro) el cheque es aceptado como medio de pago ☐

Que es un banco?

El banco es un lugar que mantiene tu dinero seguro, te ayuda a invertir, y a ahorrar tu dinero ☐

El banco es un lugar donde podemos comprar cosas para las oficinas ☐

Que es una empresa?

Una empresa es una organización donde se contratan personas que comparten unos objetivos con el fin de obtener beneficios ☐

Una empresa es una sala de juegos ☐

Qué es un negocio?

Un negocio es una actividad que se realiza con fines lucrativos ☐

Un negocio es construir un edificio ☐

Qué es servicio al cliente?

Para que un negocio o una empresa funcione es muy importante como se da atención al cliente prestando atención a todos lo que cada uno de los que se

acercan reciban atención de calidad ☐

Servicio al cliente es invitarlos a cenar ☐

PELA RAYOS
EMPRESARIOS

CUESTIONARIO DE DINERO FINANZAS

Nombre _____

Fecha _____

Como se gana dinero?

Qué es el departamento de tesoros?

Que es un cheque?

Que es un banco?

Que es una empresa?

Qué es un negocio?

Qué es servicio al cliente?

QUE SABES DE AHORRO

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type	Public Service
Legal Name of Organization	Big Brothers Big Sisters of Central California
Name of Project/High School Bigs Program	
Street Address/Service Area of Project	2500 W Industrial Avenue
City: Madera	Zip: 93536
Amount Requested for this Project	\$10,000
Amount of Leveraged Funds Available for this Project	\$0
Mailing Address	4047 N Fresno Street
City: Fresno	Zip: 93726
Grant Administrator: Elizabeth Smith	Title: Director of Operations
Phone: 559-268-2447	Email: esmith@bigs.org
SAM Number: 14577305 / System for Award Management (Formerly, CCR) Number	
CC Number: PK21KR6(C)EU	Federal EIN/TIN Number: 94-1661826
Program/Project Administrator: Zenia Brizendine	Title: Program Director
Phone: 559-268-2447	Email: zbrizendine@bigs.org
Type of Entity/Organizational Structure: Non-Profit	
Brief Project Description: 50 Words Max: One-to-one mentoring program that facilitates personal growth, learning and social-emotional health.	

CDBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources [e.g., U.S. 20XX Census Data Table X]. Big Brothers Big Sisters of Central California (BBSCC) 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; BBSCC works with youth considered at-risk to address the following community deficits: literacy, 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 each week for 90 minutes at the designated site and participate in a wide range of activities. BBSCC staff coordinates and supervises all match meetings and spend time providing mentor support and guidance on 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 BBSCC employees whom are professionally trained match support specialists.

According to www.mentoring.org, young adults who were at-risk for falling off track but had a mentor are 55% more likely to earn their college, 73% 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/>)

2. 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.

3. Explain how your program supplements or complements existing services without

<https://www.citydataservices.net/cities/madera.asp?C22am.p7rpt=C219&prog=105>

1/7

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 complements 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 Big 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.

4. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. BBBSCC is under the control 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 measured: social competence, scholastic competence, educational expectations, grades, avoidance of risky behaviors, parental trust, trust, ability to trust and confide in a special adult (mentor) and deference of the juvenile justice system.

5. Mark the box below that indicates the national objective met:

Activities Benefiting Low and Moderate-Income Persons. 570.208(a):

- ☐ **LMA-Area Benefit. 570.208(a)(1)** Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be geographically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

☐ **LMI-Limited Clientele. 570.208(a)(2):**

- ☐ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate income. Indicate how your organization verifies income eligibility of clients.

- ☒ **Presumed Benefit. 570.208(a)(2)(ii)** Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☐ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☒ Migrant farm workers
- ☐ Handicapped individuals
- ☐ Homeless persons
- ☐ Persons with AIDS

- ☐ **Client Document Review. 570.208(a)(2)(iii)** Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

- ☐ **Income Certification. 570.208(a)(2)(iv)** Clients independently "income-certify" on a form provided by the grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

- ☐ **Limited Clientele. 570.208(a)(2)(v)** An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or adults meeting the definition of "severely disabled."

- ☐ **Limited Clientele. 570.208(a)(2)(vi)** Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-and person).

- ☐ **Limited Clientele. 570.208(a)(2)(vii)** A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care,

transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(v), (a) and (c).

○ **LMI-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or facilitating permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMI-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(e) Activities that aid in the prevention or elimination of slums or blight. For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

○ **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

BHRSCL measures a youth's social-emotional growth in the following areas: social acumen, academic competency, educational expectations, grades, avoidance of risky behaviors, parental trust, trust, ability to trust, and confidence in a special adult (mentor) and achievement of the juvenile justice system.

7. 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 BHRSCL. 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.

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

Historically, the High School Bigs Program has been funded in its entirety by Madera Unified School District (MUSD). However, BHRSCL 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. BHRSCL 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 \$70,000.00 for the success of this program. Program meetings will take place bi-weekly 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, BHRSCL is committed to seeking sponsorship or donations from public and private entities alike. BHRSCL leadership believes that serving the youth of Madera is paramount, especially during these unprecedented times. In the unlikely case that sponsorship and donations are not enough 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 BHRSCL's general fund.

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific). The agency leadership 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 that have been previously raised for such events, such as our annual Bowl for Kids' Sake event.

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

Due to unforeseen circumstances that have hindered the successful operations of the traditional High School Bigs Program, BHRSCL has maintained an open line of communication with parents, Bigs and Littles previously enrolled in the program. Parents are consistently reaching out to BHRSCL and 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.

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

12. 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 limitation 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 offered the option/opportunity to be enrolled in the Community Based or Lunch Buddies Program, walking with adult volunteers. BBBSCC is honored to operate three separate programs, all benefiting the youth of Madera.

13. 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 become, as college Bigs and/or hometown success stories. From many parent anecdotes, 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 coach/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.

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

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

15. 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 Littles move on from the program for a number of reasons including but not limited to: graduation to 7th grade, graduation 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 Littles.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	500
2. Indicate the Total number of Unduplicated Clients you intend to serve during	40

<https://www.cityofmaderacalifornia.org/2022/06/07/rpt-C238&rup=135>

4.7

(the term of 1 is 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?

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(k)(s) or 401K plans, etc.)

5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)

Please explain your answer to #3 above. Limit your response to the space below:

AGE	
0-5	
6-12	23
13-17	23
18-34	
35-54	
55-59	
60-64	
65+	
Total	40

GENDER	
Female	30
Male	10
Total	40

Female-Headed Households	37
--------------------------	----

Ethnic Categories*	Clients
Hispanic or Latino	17
Not Hispanic or Latino	3
Total	40

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	
Black or African American	2
Native Hawaiian or Other Pacific Islander	
White	1
Other	37
Total	40

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1947 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 reporting the HUD 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 "African" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

- White: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

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

2. Note complaints that have been received, etc.

N/A

3. Provide evidence of collaboration with other agencies within the community.

BBBSCT has a reciprocating relationship with attending and inviting the following community partners to agency events: Community Action Partnership of Madera Co., Madera Co. Department of Social Services, Madera Co. Probation, Madera Co. Behavioral Health, Madera Co. Public Health, Madera Co. Food Bank, Madera Rotary, Madera Sunrise Rotary, First 5

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: Tom Wheeler	Title: Madera Co. Supervisor
Company/Agency: Madera Co. Board of Supervisors	Tel. Number: (559) 674-7728
Email Address: supervisor@tomwheeler@yahoo.com	

Name: Ryan McWhorter	Title: Executive Director
Company/Agency: Madera Co. Food Bank	Tel. Number: (559) 674-1482
Email Address: rmcwhorter@maderafoodbank@gmail.com	

Name: Tricia Kingsley	Title: Senior Customer Service Agent
Company/Agency: JBT Food Tech	Tel. Number: (559) 661-8200
Email Address: tricia.kingsley@jbt.com	

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS:

How often does the Board meet? monthly

What was the average number of Board members attending meetings last year? 7

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

Minimum: 4/5 Maximum: 25

Date of Incorporation: May 1961

FINANCIAL:

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

BBBS has applied for funding, however funding has not been secured or committed as of this

<https://www.citydataservices.net/cities/madera/app0022arc.pl?pt=C283&prop=05>

B7

6/7/22, 4:25 PM

City Data Services - Maders

application filing

How often are financial records audited, and by whom? annually; CPA firm

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

If so, for how much?

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

N/A

List any outstanding obligations:

N/A

Budget Line Items	Maders	Other Funding	Program Total
Personnel Lines needed:			
Benefits	\$0		\$0
Taxes	\$0		\$0
Subtotal Personnel	\$0	\$0	\$0
Non-Personnel			
Move-In Assistance	\$0		\$0
Supplies & Materials	\$0		\$0
Equipment	\$0		\$0
Communications	\$7,000		\$7,000
Meetings & Conventions	\$0		\$0
Travel & Transportation	\$700		\$700
Training	\$1,000		\$1,000
Consulting	\$1,000		\$1,000
Evaluation	\$300		\$300
Other Lines needed:			
Subtotal Non-Personnel	\$10,000	\$0	\$10,000
Total Personnel & Non-Personnel	\$10,000	\$0	\$10,000
Indirect Costs	\$0		\$0
TOTAL	\$10,000	\$0	\$10,000
Proposed # of Persons Served:	40		
Cost per Individual	\$250		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuriga at 559-661.3092 or marcela@maders.org at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
- ☒ Organization Chart
- ☒ Non-Profit Determination Letters, IRS & State (501(c)(3))
- ☐ Most Recen. Financial Statements
- ☒ Most Recen. Audit & Findings, if any
- ☐ Program Intake Policies
- ☒ Client Intake Form
- ☐ Evaluation Document
- ☒ Board Certification
- ☒ Board Roster
- ☒ Other - Youth Outcomes Survey
- ☐ Other -

Link or Explanation for Missing Attachments

[BSSCC Agency By Law.pdf](#)
[BSSCC Foundation Certificate of Amendment of Articles of Incorporation per org chart as of April 2022.pdf](#)

[IRS Letter Agency 501 c3.pdf](#)

work in progress, cdf you due to tax season per CPA

[August 9, 2020 Tax Returns.pdf](#)

self-referrals

[HSB Youth Application - Parent Permission Form.pdf](#)

[2022 Board Acknowledgment.pdf](#)

[AGENCY board members and org affiliation.pdf](#)

[YOS August 2020 Revision.pdf](#)

Submitted By:

Elizabeth Smith

Date Signed

05/26/2023

https://www.cityofsteele.org/citydata/maders/app2022.asp?input=C239&prop=905

https://www.cityofsteele.org/citydata/maders/app2022.asp?input=C239&prop=905

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A228865

CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION
OF

FILED
In the office of the Secretary of State
of the State of California

JAN 27 1981

BIG BROTHERS OF FRESNO

Rudy Preciado and Malcolm Dedekian certify:

1. That we are the President and the Treasurer, respectively, of Big Brothers of Fresno, a California corporation.
2. Articles I and II of the Articles of Incorporation of this corporation are amended to read as follows:

I. NAME

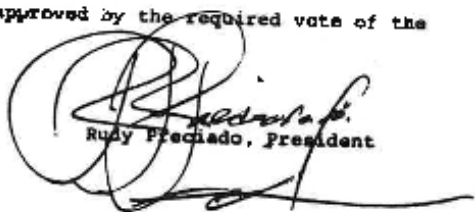
The amended name of this corporation is:

Big Brothers/Big Sisters of Fresno, Inc.

II. STATEMENT OF PURPOSE

The specific and primary purpose for which this corporation is formed and intends to initially engage is to organize, under professional direction, a body of mature and responsible men and women to interest themselves individually in the welfare and improvement of boys and girls whose physical, mental, and moral development has been retarded, hindered or endangered because of inadequate parental supervision, bad environment, or other conditions, and to aid them in developing a love of God and love of Country, and a usefulness to the Community and to themselves.

1. That the amendment has been approved by the Board of Directors.
4. That the amendment was approved by the required vote of the members.


Rudy Preciado, President


Malcolm Dedekian, Treasurer

DECLARATION

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing Certificate of Amendment of Articles of Incorporation are true of his own knowledge and that this declaration was executed on December 9, 1980, at Fresno, California.


Rudy Preciado, President


Malcolm Dedekian, Treasurer

(b) The general purposes and powers are:

(1) To make contracts;

(2) To buy, lease, exchange, convey, mortgage or otherwise receive or dispose of real or personal property;

(3) Express powers to participate in commercial activities, "deal in" real or personal property or copyrights, operate mines, farms, businesses, publish and sell literature, etc., which are not in furtherance of the exempt purposes of the organization (business activities merely to make money to support the activities of an organization are not in furtherance of the purposes of the organization) are not permitted. The above activities are not permitted indirectly by the formation of partnerships or associations with other organizations.

(c) Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

(d) This corporation is organized for and will be operated for charitable purposes, is not organized for profit and will not be operated for profit, and no part of its net earnings will inure to the benefit of any member, shareholder, or individual.

(e) No property of this corporation will be used or operated by the corporation or any other person so as to benefit any officer, trustee, director, shareholder, member, employee, contributor, or bondholder, of this corporation, or of the operator, or any other person, through the distribution of profits, payment of excessive charges or compensations or the more advantageous pursuit of their business or professions.

(f) No property of this corporation will be used by the corporation or by its members for fraternal or lodge purposes, or for social purposes except where such use is clearly incidental to a primary charitable purpose.

(g) All the property of this corporation is irrevocably dedicated to charitable purposes and upon the liquidation, dissolution or abandonment of this corporation none of the property of this corporation will or shall inure to the benefit of any private person except a fund, foundation or corporation organized and operated for religious, hospital or charitable purposes which has established its tax exempt status under Section 501(c) (3) of the Internal Revenue Code.

VI. DIRECTORS

(a) The number of directors of this corporation shall be fifteen (15).

(b) Authority is hereby granted to the members of this corporation, entitled to vote, to change from time to time the authorized number of directors of this corporation by a duly adopted by-law, or by a duly adopted amendment of the by-laws, of this corporation, provided that in no case shall such number be less than five (5).

(c) The names and addresses of the persons who are appointed to act as first directors of this corporation are: All such named persons are residents of the State of California:

Bill Booth	5939 E. Hamilton	Fresno
Germen A. Kanni	5710 N. Sherman	Fresno
Harry L. Gambini	5265 N. Second	Fresno
James Ganulin	1117 W. San Jose	Fresno
Robert L. Garabedian	503 W. San Gabriel	Fresno
John Diemarco	3886 Atlas Way	Fresno
Kenneth Kerr	4529 E. Redlands	Fresno
Paul E. Myers	1823 N. Adeline	Fresno
Patrick R. Newton	834 E. Garland	Fresno
Walter D. Radcliff, Jr.	3535 N. Third	Fresno
Lawrence A. Reba	1781 W. Roberts	Fresno
D. Vernon Selland	1002 E. Cambridge	Fresno
Robert Trombetta	53 E. Cortland	Fresno
Patrick A. Turner	5720 N. Sherman	Fresno
Ray L. Wilson, Jr.	825 W. Fairmont	Fresno

VII. QUALIFICATIONS

The requirements and qualifications for, and classes of, membership in this corporation, and the voting rights of the members, shall be as set forth in the By-Laws.

VIII. BY-LAWS

By-Laws of the corporation shall be adopted by the Directors named in these Articles of Incorporation and may thereafter be amended or repealed by the members of the corporation having voting rights, by any method provided for in the By-Laws.

IX. PRIVATE PROPERTY OF MEMBERS NOT ASSESSABLE

The private property of the members, directors and officers shall not be subject to the payment of corporate debts of this corporation to any extent whatsoever.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, the undersigned, constituting the incorporators of this corporation, and being the persons hereinabove named as the first directors of this corporation, have executed these Articles of Incorporation this 24th day of May, 1968.

Bill Booth
BILL BOOTH

Carmen A. Eanni
CARMEN A. EANNI

Barry L. Gambini
BARRY L. GAMBINI

James Ganulin
JAMES GANULIN

Robert L. Garabedian
ROBERT L. GARABEDIAN

John G. Hararco
JOHN G. HARARCO

Kenneth K. K...
KENNETH K. K...

Paul E. Myers
PAUL E. MYERS

Patrick R. Newton
PATRICK R. NEWTON

Walter D. Randall, Jr.
WALTER D. RANDALL, JR.

Lawrence A. Reba
LAWRENCE A. REBA

D. Vernon Selland
D. VERNON SELLAND

Robert Trombetta
ROBERT TROMBETTA

Patrick A. Turner
PATRICK A. TURNER

Ray L. Wilson, Jr.
RAY L. WILSON, JR.

STATE OF CALIFORNIA
COUNTY OF FRESNO

ss.

On May 24, 19 68, before me,
the undersigned, a Notary Public in and
for said state, personally appeared Bill
Booth, , Barry L. Gambini,
James Goulin, Robert L. Garabedian, John
Giannarso, Kenneth Kerr, Paul E. Myers,
Patrick R. Newton, Walter D. Randall, Jr.,
Lawrence A. Reba, D. Vernon Solland,
Robert Trombetta, Patrick A. Turner and
Ray L. Wilson, Jr., known to me, to be
the persons whose names are subscribed
to the within instrument, and acknowledged
that they executed the same.



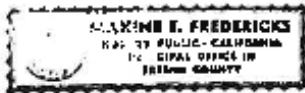
WITNESS my hand and official seal.

Carmen A. Eanni
My Commission Expires May 1, 1971
CARMEN A. EANNI

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

ss.

On May 24, 1968, before me, the under-
signed, a Notary Public in and for said
State, personally appeared CARMEN A. EANNI,
known to me to be the person whose name is
subscribed to the within instrument, and
acknowledged to me that he executed the
same.



WITNESS my hand and official seal.

Maxine E. Fredericks
My commission expires July 28, 1970
MAXINE E. FREDERICKS

ORIGINAL

55-1902

FILED

In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION
OF
BIG BROTHERS OF FREEMO

OCT 14 1968

FRANK M. JOHNSON, Secretary of State

Frank M. Johnson
Deputy

KNOW ALL MEN BY THESE PRESENTS: That we, one undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of California, and we hereby certify that:

I. NAME

The name of this corporation is:

BIG BROTHERS OF FREEMO

II. PRIMARY PURPOSE

The specific and primary purpose for which this corporation is formed and intends to engage is to organize, under professional direction, a body of mature and responsible men to interest themselves individually in the welfare and improvement of boys whose physical, mental and moral development has been retarded, hindered or endangered because of inadequate parental supervision, bad environment or other conditions, and to aid them in developing a love of God and love of Country, and a usefulness to the Community and to themselves.

III. KIND OF CORPORATION

This corporation is organized pursuant to the general Nonprofit Corporation Law of the State of California.

IV. PRINCIPAL OFFICE

The County in the State of California where the principal office for the transaction of business of this corporation is to be located is Fresno County.

V. GENERAL PURPOSES AND POWERS

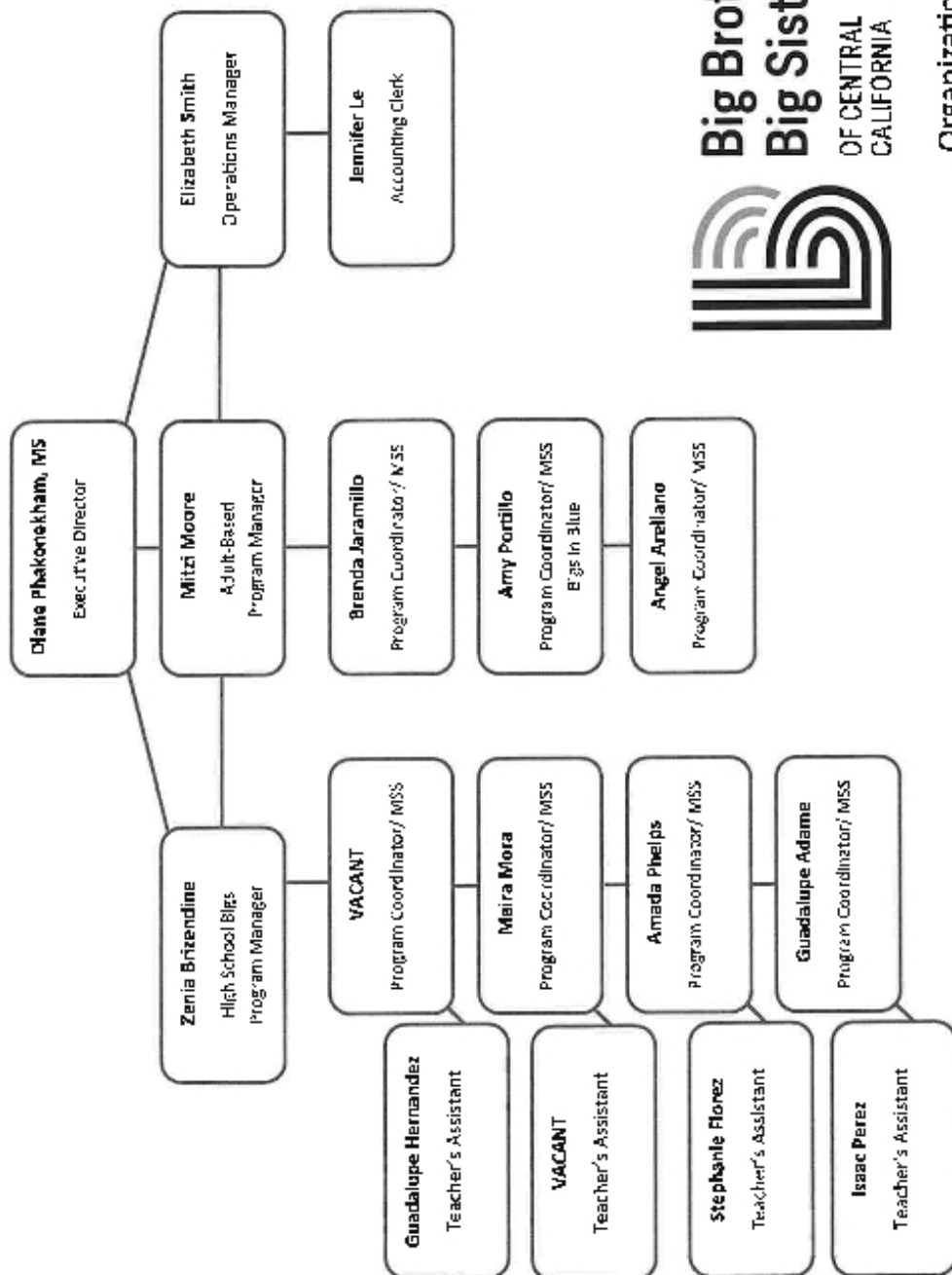
The general purposes for which this corporation is formed and its powers are:

(a) To take a direct, personal and friendly interest in underprivileged boys and their families, and to employ methods that will tend to promote their physical, mental and moral welfare and thus aid in making them better citizens of their community and their nation.

Restriction of right
to amend articles

NO

YES

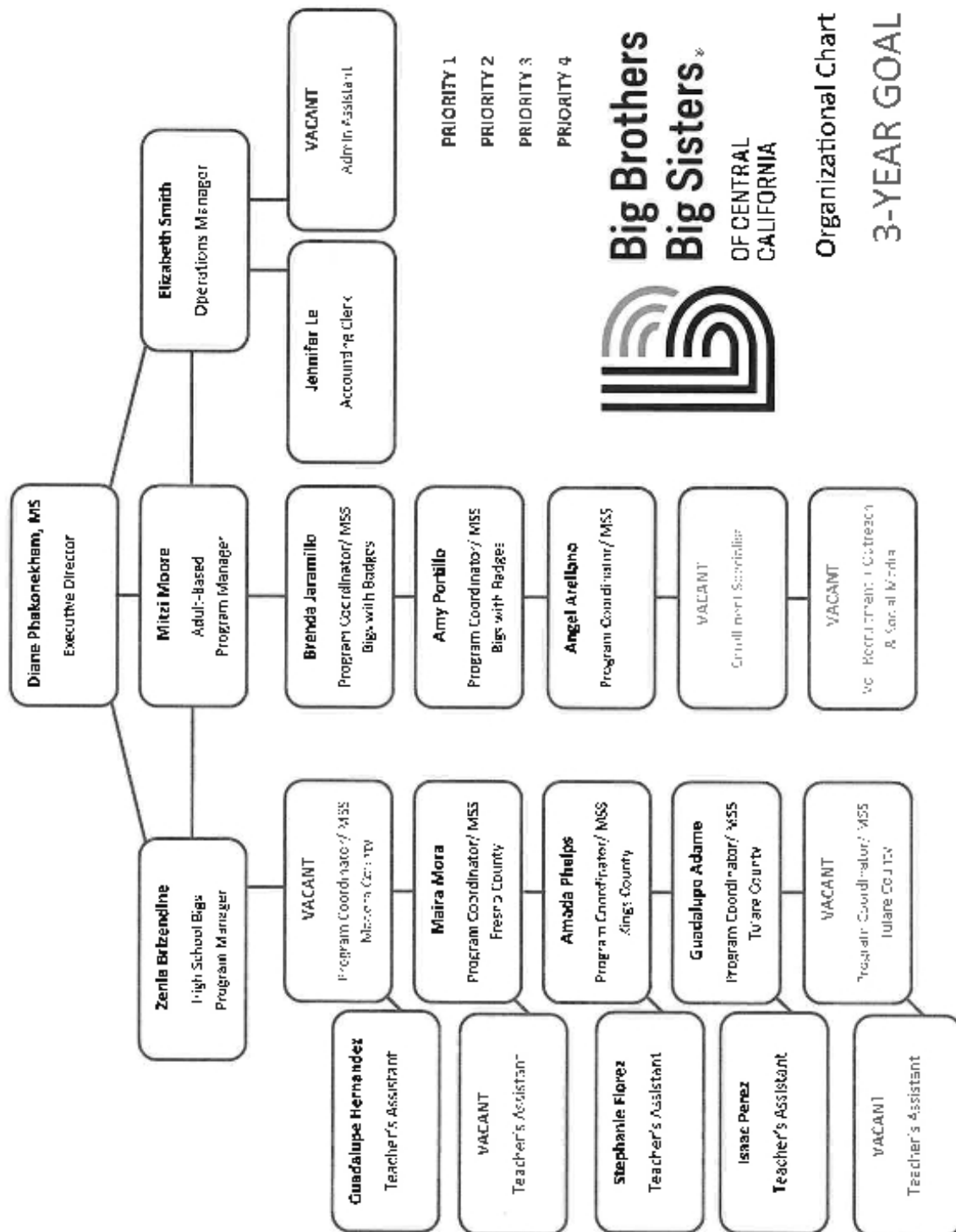


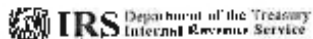
**Big Brothers
Big Sisters®**

OF CENTRAL
CALIFORNIA

Organizational Chart

CURRENT





OGDEN UT 84201-0046

In reply refer to: 0623371330
May 27, 2008 LTR 252C 0
94-1668376 000000 DC 000
00003143
BODC: TE



BIG BROTHERS BIG SISTERS OF CENTRAL
CALIFORNIA
905 N FULTON ST
FRESNO CA 93728-3411057

523982

Taxpayer Identification Number: 94-1668376

Dear Taxpayer:

Thank you for the inquiry dated Apr. 15, 2008.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you have any questions, please call us toll free at 1-877-829-5400.

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. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____

Sincerely yours,

Karen E. Peat

Karen E. Peat
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter

Internal Revenue Service

Department of the Treasury

District
Director

450 Golden Gate Ave.
San Francisco, Calif. 94102

Person to Contact:

Exempt Organization Desk Officer
Telephone Number:

(213) 894-2289

Refer Reply to:

EP/IC:TB:CJS

Date:

January 10, 1991

Big Brothers/Big Sister of Fresno, Inc.
P.O. Box 4409
Fresno, CA 93744

Reference is made to your request for verification of the tax exempt status of your organization.

We are unable to furnish you with a copy of the original determination or ruling letter that was issued to your organization. However, our records indicate that exemption was granted as shown below.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that there has been no change in your organization's exempt status.

Sincerely yours,



District Director

Name of the organization: Big Brothers/Big Sisters of Fresno, Inc.

EIN: 94-1668376

Date of exemption letter: May 1969

Exemption granted pursuant to 1954 Code section 501(c)(3) or its predecessor Code section.

Foundation Classification (if applicable) 509(a)(1) and 170(b)(1)(A)(vi)



YOUTH APPLICATION & PARENT/GUARDIAN PERMISSION FORM High School Bigs Program

Dear Parent/Guardian:

Students at your child's elementary school have the opportunity to participate in the School Based Mentoring program of Big Brothers Big Sisters. In the program a child is "matched" with a high school volunteer Big Brother or Big Sister. The volunteer will visit once a week, to spend about one hour per week with your child, reading, working on schoolwork, playing games, sports, etc. The activities take place at the school, afterschool - not outside of school grounds. The activities between your child and the mentor will be closely monitored by our agency staff. If you would like your child to have this opportunity, please fill out the permission slip below and return it to BBBS as soon as possible.

Coordinator, BBBS

Principal

Elementary School

Parent/Guardian First Name:		Last Name:		Preferred Name/Nickname:	
Parent/Guardian Gender/Gender Identity: <small>Examples include: female, male, transgender, non-binary, gender queer, gender fluid, gender neutral</small>			Parent/Guardian Personal Pronouns: <small>Examples include: she/her, he/him, they/them, ze/zem, vel/vel</small>		
Relationship to child: _____ Do you have legal custody of the child? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a person who shares legal custody of this child? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, are they aware and supportive of the child's enrollment in the BBBS program? <input type="checkbox"/> Yes <input type="checkbox"/> No Name: _____ Phone Number: _____					
Child's First Name:		Middle Name:		Last Name:	
Preferred Name/Nickname:		Child's Gender/Gender Identity:		Child's Personal Pronouns:	
				Child Date of Birth:	
What is the child's living situation? <input type="checkbox"/> Two-parent household <input type="checkbox"/> One-parent household <input type="checkbox"/> Grandparent <input type="checkbox"/> Foster Home <input type="checkbox"/> Group Home <input type="checkbox"/> Other relative of child (non parent) _____ <input type="checkbox"/> Other _____					

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YOUTH APPLICATION & PARENT/GUARDIAN PERMISSION FORM

High School Bigs Program

Home Phone #:	Parent/Guardian Cell Phone #:	Child Cell Phone #:	Is it okay to text parent/guardian? <input type="checkbox"/> Yes <input type="checkbox"/> No Cell Provider: _____ Is it okay to text child? <input type="checkbox"/> Yes <input type="checkbox"/> No Cell Provider: _____	
Home Address:	City:	County:	State:	Zip:
Parent/Guardian E-mail:		Child E-mail:		
Child's School:		Grade:	Student ID Number:	
Child's Race/Ethnicity: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latinx <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Write in _____ <input type="checkbox"/> Multi race (check all that apply): <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic or Latinx <input type="checkbox"/> Native Hawaiian or Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Write in _____				
Languages Spoken in the Home: Nationality/Country of Origin: Tribal Affiliation:				
Parent/Guardian Place of Employment: Parent/Guardian Work Phone #: May we contact you (the parent/guardian) at the work number listed above? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Please check the best number and time to contact you (the parent/guardian)? Time of Day: <input type="checkbox"/> Morning <input type="checkbox"/> Afternoon <input type="checkbox"/> Evening Location: <input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work		If we are unable to reach you, who is someone we could call who always knows how to reach you? Name: Phone Number: Relationship to child/family:		

1. How do you think your child will benefit from having a Big Brother or Big Sister (mentor in the program)?

2. Does your child know that you are applying for the program? ☐ Yes ☐ No

3. Does your child want to participate? ☐ Yes ☐ No ☐ Unsure

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YOUTH APPLICATION & PARENT/GUARDIAN PERMISSION FORM
High School Bigs Program

4. Where can you hear about Big Brothers Big Sisters? Please check all that apply and provide details in space given.
- ☐ School _____
- ☐ Relative _____
- ☐ Faith Organization _____
- ☐ Service Organization (Nonprofits, food bank, social services, etc.) _____
- ☐ Website _____
- ☐ TV/Radio _____
- ☐ Event _____
- ☐ Other _____
5. Does your child have siblings or relatives who are applying for the BBBS program at this time or who are currently in the program?
- ☐ Yes ☐ No If yes, please provide their name(s): _____
6. Do you anticipate any significant life changes over the next year, or have you had any in the past year? Examples of significant life changes include moving, job changes, or changes in family size or dynamics.
- ☐ Yes ☐ No If yes, please explain: _____
7. Will your child be able to meet with their Big at their school site, for the next year?
- ☐ Yes ☐ No
8. Does your child have any medical conditions that might affect them in participating in activities with a Big?
- ☐ Yes ☐ No If yes, please explain: _____
9. How many adults and children currently reside in your household? _____
10. Do you (parent/guardian) receive public income assistance at this time?
- ☐ Yes ☐ No
11. Do you (parent/guardian) receive assistance with housing (e.g., Section 8, residence in public housing)? ☐ Yes ☐ No
12. Is your child eligible for free or reduced lunch? ☐ Yes ☐ No
13. Household Annual Income: (total income of the adults the child lives with)
- ☐ 0-\$10,000 ☐ \$10,001-\$15,000 ☐ \$15,001-\$20,000 ☐ \$20,001-\$30,000
- ☐ \$30,001-\$50,000 ☐ \$50,001-\$75,000 ☐ \$75,001-\$100,000+
14. Does your child have a parent/guardian with current or past military experience?
- ☐ Yes ☐ No
- If yes, please list dates of service:
- * Branch: ☐ Air Force ☐ Army ☐ Marine Corps ☐ Navy

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YOUTH APPLICATION & PARENT/GUARDIAN PERMISSION FORM
High School Bigs Program

☐ Coast Guard

- Component: ☐ Active ☐ National Guard ☐ Reserve
- Is the parent currently deployed? ☐ Yes ☐ No

If yes, please the date of deployment: _____

15. Does your child have a parent/guardian who is currently incarcerated? ☐ Yes ☐ No

16. Has your child ever been arrested or involved in the juvenile justice system?
(Answering yes to this question will not affect your child's acceptance into Big Brothers Big Sisters program.)

☐ Yes ☐ No If yes, please explain: _____

17. Within the last year, has your child been in trouble at school?

- ☐ Poor Grades
- ☐ Skipping school/classes
- ☐ Behavior problems (Describe: _____)
- ☐ Has been suspended (Reason for suspension: _____)
- ☐ Has been expelled (Reason for expulsion: _____)
- ☐ Sent to an alternative school (Reason for school change: _____)

18. Does your child receive any of these services?

- ☐ Special Education ☐ Speech Therapy ☐ Tutoring ☐ In-school counseling
- ☐ Other Counseling (Describe: _____)

19. What strengths does your child have that a Big might be able to help grow?

20. What are some of the needs your child has (examples could be emotional, social, behavioral, or academic) that a Big may be able to help them with?

21. How would you describe the best mentor for your child?

We will make every effort to honor your preferences for your child's mentor. BBBS does not discriminate on the basis of race, ethnicity, gender, marital status, sexual orientation, or religion.

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By signing below, I give permission:

1. For my child to participate in the Big Brothers Big Sisters Program;
2. For the volunteer matched with my child, who has been screened and approved by Big Brothers Big Sisters, to personally interact with my child and attend events and match activities, if applicable and allowed by program type;
3. For the agency to provide social and academic information about my child to Big Brothers Big Sisters (e.g. report cards, behavior reports);
4. To have my child participate in an intake interview conducted by Big Brothers Big Sisters staff and complete questionnaires throughout their time in the program concerning questions about school, home life, the match, and personal interests to evaluate and improve program services;
5. For my child's photograph and first name to be used for the purpose of publicity efforts by Big Brothers Big Sisters (e.g. newspaper, social media, etc.);
6. To have my child talk with a Big Brothers Big Sisters staff person about personal safety;

I understand that the program is not obligated to match my child with a volunteer and that as part of the enrollment process, I will be asked to provide additional information through an in-person interview. I understand that the information I provide in the enrollment process will be kept confidential, unless disclosure is required by law. I understand that incidents of child abuse or neglect, past or present, will be reported to proper authorities. I understand that certain relevant information about my child will be discussed with the volunteer who is a prospective match (i.e. demographic information, information relevant to volunteer preferences, and information relevant to child safety and well-being).

I, on behalf of myself and my child, completely release and forever discharge Big Brothers Big Sisters of Central California and its employees, agents, members, volunteers and all other persons on its behalf, together with any successors in interest, heirs, attorneys, agents, representatives, and all persons acting by, through, under, or in concert with them from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, attorneys' fees and costs, and punitive damages of any kind or nature whatsoever, whether known or unknown, which I may have, or may have had, against Big Brothers Big Sisters of Central California, arising from any participation in said program and activities, including but not limited to any liability in any right of action that may occur to such child directly, or to me as their guardian. I intend and understand that this release and discharge is to be interpreted and enforced, so as to provide the broadest release and discharge possible as may be permitted by law. I understand that this information may be shared with the school or with partnership agencies when applicable.

If my child is matched with a Big Brother or Big Sister I agree to support my child's match by reviewing the program and safety information given to me by Big Brothers Big Sisters, communicating with Big Brothers Big Sisters staff as outlined in expectations and immediately reporting any concerns I might have to Big Brothers Big Sisters staff.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

Big Brothers Big Sisters of Central California Confidentiality Policy

In order to provide a responsible and professional service to the children served by Big Brothers Big Sisters of Central California (BBBS/BBBS of CC), it is necessary for volunteers, children and parent/guardians to share personal information about themselves and their families. Our agency respects the confidentiality of child, family and volunteer records. We share information from our records only among agency staff, with the exceptions listed below. Volunteers and families are asked to respect each other's privacy and share only basic information about the other to those not involved in BBBS, unless permission to share more personal information is received as they are likely to learn more about each other over time.

Records are considered property of BBBS and not agency records, clients or volunteers. In order to provide a service in best interest of the children served, information from clients, volunteers or outside sources, all information must be assessed. Records are available for review by parent/guardians upon written request and approval by the Executive Director.

Information will be released to non-BBBS organizations with receipt of an approved "consent to release of information" form signed by the volunteer and/or parent/guardian of the child.

For purposes of program evaluation, audit, or accreditation, and with prior approval of the Board of Directors in consultation with the Executive Director, Big Brothers Big Sisters of America or their outside designee may have access to the records of volunteers and/or clients.

Board Members may look at client files only upon a formal motion at a board meeting. Motions shall state authorized reviewer, specific purpose for reviewing and the timeframe. Reviewers shall be held to the policies of confidentiality as stated in this document.

Release of information will only be provided to law enforcement or court with a valid subpoena.

Information shall be provided to BBBS of CC's legal counsel in the event of a lawsuit/potential lawsuit involving the agency. Such information is considered privileged and confidentiality is protected by law.

I consent to and authorize BBBS of CC, or anyone authorized by BBBS, to the taking of pictures by photography, film, video or television. These pictures may be used for advertising, promotion and/or fundraising, now or at any time in the future. I will not be compensated in any way for the usage of these pictures. **P/G Initials:** _____

In accordance with California Penal Code Section 11165-11174.5 the staff of BBBS of CC is mandated to be up to date and report all cases of child abuse. This includes any information that is not previously reported, obtained through the screening process of the volunteer. **P/G Initials:** _____

At the time a child or volunteer is considered as a match candidate, information is shared between the prospective match parties including but not limited to age, gender, race and home state. **P/G Initials:** _____

If any agency worker receives information indicating a client/volunteer may be dangerous to himself/herself or to others, necessary steps may be taken to protect appropriate party, including a medical referral or a report to the local law enforcement authorities. **P/G Initials:** _____

Participants will be provided a copy of this statement on confidentiality and listed exceptions prior to participating in any agency related activities. By signing below, I indicate my understanding and agreement to adhere to agency policies.

Parent/Guardian of child Date Staff Member as witness Date

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YOUTH APPLICATION & PARENT/GUARDIAN PERMISSION FORM
High School Bigs Program

AUTHORIZATION TO RELEASE ACADEMIC/BEHAVIOR INFORMATION

Parent or Legal Guardian's Name: _____

Address: _____ Zip Code: _____

Child's Full Name: _____

Child's Date of Birth: _____ Child's Elementary School: _____

I request and authorize **Personnel of Big Brother Big Sisters, High School Bigs Program** to receive a copy and updates of my child's information and retrieve his/her report card, progress report, and/or behavior report from his/her elementary school. The purpose for retrieval of academic/behavior information is for data tracking purposes which will benefit the involvement of my child in the High School Bigs After-School Mentorship program. This authorization is true and valid for the duration of my child's involvement in the program.

Parent/Guardian Signature

Date Signed

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PHOTO CONSENT AND RELEASE FORM

Parent/Guardian & Minor Child

I, _____, legal parent or guardian of _____ ("Minor Child"), irrevocably consent for myself and Minor Child to any and all uses and displays of my or Minor Child's name, image, likeness, appearance, biographical information, audio/video recordings, writings, artwork, and the like, in original form or in modified form, in whole or in part, in, on, or in connection with merchandise, advertising, publicity, marketing, fundraising, and the like, in printed or electronic media, of any type, throughout the world at any time by Big Brothers Big Sisters of America and Big Brothers Big Sisters of Central California in their sole discretion, and by any of their affiliates, successors, partners, sponsors, donors, any entities or persons with whom they conduct any public relations, marketing, or fundraising, of any type, and any other authorized third parties, without further consent from me or Minor Child, without any royalty, payment, or other compensation to me or Minor Child, and with the release and waiver of any claims, actions, damages, losses, costs, expenses and liability of any kind arising from any such use (the "Released Material").

In consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby grant to BBBSA and its affiliates the right to use the Released Material as BBBSA and/or its affiliates may desire, in a limited now existing or hereafter created and in all variations and forms including, but not limited to, internal or external publications or productions, informational or recruitment materials, marketing materials, fundraising materials, to do and photography and/or recordings, advertisements, Public Service Announcements, and/or online and social media sites. The use of this information shall be at the sole discretion of BBBSA and/or its affiliates.

I further grant to BBBSA and its affiliates the absolute right to use the Released Material in whole or in part, alone or in conjunction with any other image, name, writings or reproduction, in color or otherwise, for art, advertising, business, trade, or any other lawful purpose whatsoever, in perpetuity throughout the world.

I understand and agree that all materials created by BBBSA and/or its affiliates that use the Released Materials are the property of and are owned by BBBSA, and that I cannot authorize their use by any other party. I further understand that BBBSA may authorize their use by a third party. I hereby irrevocably transfer and assign to BBBSA my entire right, title and interest, if any, in and to the Released Materials and all copyrights in the Released Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers.

I acknowledge and agree that I have no right to review or approve the Released Materials before they are used by BBBSA and/or its affiliates, and that BBBSA has no liability to me or Minor Child for any editing or alteration of the Released Materials or for any distortion or other effects resulting from BBBSA's and/or its affiliates' editing, alteration or use of the Released Materials. BBBSA has no obligation to use the Released Materials or to exercise any rights given by this Consent and Release form.

I hereby release BBBSA and its affiliates, employees, and agents, as well as any partner companies, from all claims, demands or liabilities and related financial costs that I or Minor Child may now or hereafter have arising in connection with BBBSA's exercise of the rights hereby granted, and/or with the appearance of the Released Materials in any publication or production. These include, without limitation, claims for compensation, defamation, or invasion of privacy, or other infringements or violations of personal or property rights of any sort whatsoever.

I have read this Consent and Release Form completely. I fully understand what it means, and I agree to its terms. I have not been offered any additional consideration or enticement, nor have I been coerced to sign this document. I am voluntarily signing it for the purposes and considerations described.

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

PARENT/GUARDIAN PRINTED NAME: _____

PARENT/GUARDIAN ADDRESS: _____

PARENT/GUARDIAN CITY: _____ PARENT/GUARDIAN STATE: _____

PARENT/GUARDIAN ZIP: _____ PARENT/GUARDIAN TELEPHONE: _____

MINOR CHILD'S BIG/LITTLE BROTHER/SISTER FULL NAME: _____

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RESOLUTION/CERTIFICATION:

We, the Board of Directors of Big Brothers Big Sisters of Central California do hereby resolve that on May 25, 2022, 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 25, 2022

AGENCY NAME: Big Brothers Big Sisters of Central California

ADDRESS: 4047 N Fresno St, Fresno, CA 93726
2300 W Industrial Ave, Madera, CA 93627

TELEPHONE: (559)268-2447

Email Address esmith@bigs.org | cpinak@bigs.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

Proudly Serving Fresno, Kings, Tulare and Madera Counties
4047 N Fresno Street | Fresno, CA 93726 • (559)268-2447 • (559)778-1771
www.bigs.org



BOARD MEMBERS

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Fresno County Assessor's Office
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Vester Financial Group
3. Secretary: Lul'i Paschick
Director of Technology, Alviso-Dairyland Union School District
4. Chris Childers
Deputy Chief of Probation – Madera County
5. Donald Holley
Madera City Council Member
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7. Alan Samaha
Merrill Lynch
8. Fred Thomas
Director of IT Business Operations, Kaiser Permanente
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Realtor, Iron Key Real Estate
10. Jason Skipper
Ag Manufacturing
11. Michael Carr
President, ABC 30
12. Nora Crow, CPA
Delux, Groom & McCormick, LLP
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Psychologist, California Department of Corrections



YOUTH OUTCOMES SURVEY

It is very important for Big Brothers Big Sisters (BBBS) to learn about the youth who participate in its programs and what things are like for them. You can help by completing this survey.

- This survey asks about how things are going in school, at home, and in your life.
- There are no right or wrong answers. Please answer the questions as honestly as possible.
- If you don't want to answer a question, you can leave it blank.
- No one except BBBS staff will ever see your exact answers on this survey without your permission. However, the last two sections ask about your feelings and behaviors. Depending on your answers in these sections, we may want to ask you more questions and may want to share any concerns with your parent(s) or guardian(s) or a professional who can help. We will let you know when those sections begin.
- Your answers will not have any effect on being in the BBBS program or how you are treated in it. The survey is voluntary.
- We will start by reading it out loud to everyone. After we get through a few questions, if you'd rather complete the rest on your own, just let me know.
- The choices you have for how to answer these questions change in different parts of the survey, so please read each choice carefully!

Thank you for your help! Please let a BBBS staff member know if you have any questions.

FOR AGENCY USE ONLY

Participant ID: _____ Date Survey Completed by Youth: _____

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(Revised August 2020)

SCHOOL

Think about the grades you got on your **last report card**. Which of the choices below best describes these grades? If you get different kinds of marks like 0 to 100 or other kinds of grades, please choose the answer that comes closest to those marks or grades. If you don't get a mark or grade for a subject, just check the last box to show this.

	Put an X in the box that fits best					
	F (Not Good at All)	D (Not So Good)	C (Okay)	B (Good)	A (Excellent)	I didn't get a grade for this subject.
a. Math	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. English or Language Arts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Social Studies or History	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Science	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YOUR PLANS FOR THE FUTURE

These questions ask about your plans for the future. Remember, there are no right or wrong answers – just answer as honestly as possible.

	Put an X in the box that fits best		
	No	Not Sure	Yes
a. Do you think you will finish high school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Do you plan on going to college at some point?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

What do you think you will do in **your first year after high school**? Check all that apply.

- ☐ I don't know yet.
- ☐ Get a job
- ☐ Go to a university or four-year college
- ☐ Go to a community college or technical school (such as a school to become a medical assistant, construction worker, hair/makeup artist, or mechanic)
- ☐ Join the military
- ☐ Something else (Please describe: _____)

VERY IMPORTANT ADULTS

Sometimes people your age have an adult in their life who is **ALL** of these things:

- Someone they've known for a while;
- Someone they often spend time with;
- Someone they can really count on when they need help; and
- Someone who cares a lot about what happens to them.

	Put an X in the box that fits best	
	No	Yes
a. Is there an adult who you live with (for example, a parent or someone else who takes care of you) who is ALL of these things for you?	<input type="checkbox"/>	<input type="checkbox"/>
b. Is your Big (this includes high school Bigs) through this program ALL of these things for you? (If you have never met your Big, please check "No")	<input type="checkbox"/>	<input type="checkbox"/>

YOUR LIFE

These questions ask about how you feel about yourself, other kids, school, and your family. For the questions about your family, think about your parent(s) or other adults who are most responsible for taking care of you.

	Put an X in the box that fits best			
	Not at all true	A little true	Mostly true	Totally true
a. I work well with other kids at school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. I get along with my parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. I can relax when I feel tense.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. I work hard at school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. I like spending time with my parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. I get bored in school a lot.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. I am good at talking to kids I don't know.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. I can keep my feelings from getting out of control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. I can make friends with other kids.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. I want my parents to be proud of me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. I can tell other kids to stop when they are doing something I don't like.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. I do well in school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m. I can make myself feel better when I am worried.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. I enjoy being at school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. I can stay friends with other kids.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. I feel good about myself when I am at school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
q. I can control myself when I get angry.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
r. Doing well in school is important to me.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

THINGS YOU HAVE DONE IN THE PAST MONTH

Kids get in trouble for a lot of things. The next questions ask about things you got in trouble for or things you did that you *could have* gotten in trouble for in the past month.

	Put an X in the box that fits best		
	0 times	1 or 2 times	3 or more times
In the <u>past month</u> , I got in trouble for or could have gotten in trouble for:			
a. Teasing other kids.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Saying mean things about kids to make other kids laugh.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Pushing, shoving, slapping, hitting, or kicking other kids.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Calling other kids names.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Threatening to hit or hurt another kid.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Your answers in the rest of the survey may require us to ask more questions and we may want to share this information with your parent(s)/guardian(s) or a professional who can help. Remember, you can skip a question if you are not comfortable answering.

THINGS YOU HAVE DONE IN THE PAST 3 MONTHS

These next questions ask about things that you got in trouble for or things that you did that you *could have* gotten in trouble for during the last 3 months. A few of these questions ask about drugs. Some kids have used one or more of these drugs and others have not. There are no right or wrong answers. Please be as honest as you can.

Remind yourself how long ago 3 months was by writing something that happened in your life close to that time:

In the past 3 months, I got in trouble or could have gotten in trouble for:	Put an X in the box that fits best		
	0 times	1 or 2 times	3 or more times
a. Skipping school (even just part of a day) without parent permission.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Getting high using a pain reliever (such as Oxycodone, Vicodin, or Fentanyl) or heroin.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Getting high using any other drugs or substances.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Using tobacco or a vaporizer (such as cigarettes, e-cigarettes, JUUL, cigars, or chewing tobacco).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Running away from home.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Drinking alcohol.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Participating in a gang.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Doing something else, not mentioned above, that could be against the law (for example, stealing something from a store, damaging public property on purpose, or breaking into a house or building without permission).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

In the past 3 months, ...	Put an X in the box that fits best	
	No	Yes
a. Got stopped by the police for something they thought I did.	<input type="checkbox"/>	<input type="checkbox"/>
b. Was arrested.	<input type="checkbox"/>	<input type="checkbox"/>
c. Had to stay at a juvenile detention facility.	<input type="checkbox"/>	<input type="checkbox"/>

These next questions ask about things that may have happened to you in the past 3 months of school. If it is summer, think about the last 3 months of school before your break started.

In the <u>past 3 months of school</u> , I:	Put an X in the box that fits best		
	0 times	1 or 2 times	3 or more times
a. Had to have a parent or guardian come to school about a problem with my behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Had to see the principal or other staff person at school because of an issue with my behavior (but didn't get a suspension or detention for it).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Got sent to detention (either during school, after school, or on a weekend) because I got in trouble.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Got suspended (I was not allowed to come to school for one or more days) because I got in trouble.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YOUR MOODS AND FEELINGS

These last questions ask about how you might have felt recently. For each sentence, think about how often you have felt this way in the past week.

In the <u>past week</u> :	Put an X in the box that fits best				
	Never	Almost Never	Sometimes	Often	Almost Always
a. I could not stop feeling sad.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. I felt alone.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. I felt everything in my life went wrong.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. I felt happy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. I felt like I couldn't do anything right.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. I felt lonely.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. I felt sad.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. I felt unhappy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. It was hard for me to have fun.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. I felt proud.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

THANK YOU!

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	OLIVE Charitable Organization
Name of Project: The Beacon House	
Street Address/Service Area of Project:	1625 THURWARD RD. # 170
City: MADERA	Zip: 93637
Amount Requested for this Project:	\$37,400
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93637
City: Madera	Zip: CA
Grant Administrator: April Molina	Title: Operations Director
Phone: 5597068455	Email: olivemadera2015@gmail.com
SAM Number: 060412573 System for Award Management (Formerly CCR) Number	
UEI Number:	Federal EIN/TIN Number: 84-2806845
Program/Project Administrator: April Molina	Title: Operations Director
Phone: 5597068455	Email: olivemadera2015@gmail.com
Type of Entity/Organizational Structure: Non-Profit	
Brief Project Description (50 Words Max): Olive partners with local law enforcement and other agencies to identify, rescue, and rehabilitate victims of sex trafficking.	

CDBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 2000 Census Data Table X.) Lt. Daniel Foss of Madera Police Department noticed a gap in resources for women who are trapped in the illegal sale of commercial sex. It has been documented by law enforcement agencies and non-profits for about 10 years that commercial sex is mostly the crime of sex trafficking. Sex trafficking means there is a person selling another person to a third person for commercial sex. This crime has only been identified through law enforcement agencies for approximately 10 years. This industry went on being misunderstood for decades. Our resources for this information come directly from local agencies like Central Valley Justice Coalition, Fresno EOC, Madera Police Department, as well as nationwide agencies like Polaris, Federal Bureau of Investigation, and Thorn. Thorn has developed technology that is used by law enforcement to track the online sales of victims. Having direct ties with law enforcement gives us an edge on this important technology. Currently, when we log into Thorn's website, we can pull up over 20,000 ads for illegal sale of commercial sex. Not all of those are in Madera, however, we have estimated that on any given day, about 250-300 are in Madera. There is a great need for supportive services of victims of sex trafficking in this area. With Madera being so close to Fresno, we have victims that cross county lines all the time.

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

OLIVE Charitable Organization is currently the only agency that offers specialized housing, counseling, and case management for victims of human sex trafficking in Madera City/County.

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

Our program works in partnership with other agencies as the needs of the client require them. 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 workfellow, etc. Those who are referred to our agency, enter the Elevare Academy through Rebecca Bender's non-profit organization that specializes in education for victims of sex trafficking, as well as trauma counseling, that specifically targets victims of sex trafficking. If there is a service that is necessary for rehabilitation, but unavailable in Madera City/County, we seek it out in other counties. Our goal is to provide all the available opportunities for empowerment and success.

4. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. OLIVE measures effectiveness through daily interaction and personal growth of the clientele. We compare their behavior from our first interaction to each day they are in our safe house. How are they responding to outside stimuli? Are they less afraid? Are their drug tests reflecting progress? Are we receiving positive reports from neighbors? Is the individual seeking outside education or employment? All these questions are answered on a daily level.

5. Mark the box below that indicates the national objective met:

8 Activities Benefiting Low and Moderate-Income Persons. 570.208(a)

- ☐ **LMA-Area Benefit. 570.208(a)(1):** Area wide activities benefit ALL residents in a particular area, where at least 50% of the people are low and moderate income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

9 LMC-Limited Clientele. 570.208(a)(2)

- ☐ **Limited Clientele. 570.208(a)(2)(i):** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least 50% of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

☐ **Presumed Benefit. 570.208(a)(2)(ii):** Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☐ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☐ Migrant farm workers
- ☐ Handicapped individuals
- ☐ Homeless persons
- ☐ Persons with AIDS

- ☐ **Client Document Review. 570.208(a)(2)(iii):** Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

- ☐ **Income Certification. 570.208(a)(2)(iv):** Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

- ☐ **Limited Clientele. 570.208(a)(2)(v):** An activity that serves to remove material or attitudinal barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

- ☐ **Limited Clientele. 570.208(a)(2)(vi):** Microenterprise assistance activity to benefit new and existing independent business (five or fewer employees, including owner who is a low/mod person).

- ☐ **Limited Clientele. 570.208(a)(2)(vii):** A job training and placement and/or other employment support services activity, including, but not limited to, peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(vii)(a) and (b).

- ☐ **LMI-Housing Activities. 570.208(a)(2)(viii):** An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

- ☐ **LMI-Jobs Activities. 570.208(a)(2)(ix):** An activity designed to create or retain permanent jobs where at least 50% of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

- ☐ **Slum and Blight. 570.208(b):** Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

- ☐ **Urgent Need. 570.208(c):** Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objective does your program meet?

The measurable objective that OLIVE meets is 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 for 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. At the moment 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 members 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.

7. How will your program meet its goals in one year?

Olive's goal is simple, help client maintain their own personal goals. Olive works with victims to set their own goals. Once the needs of each client becomes clear, we help victims prioritise the most immediate need to the ones that can happen later. Our priority is established, our job becomes assistance and accountability. Our clients do the work themselves. This builds empowerment within the person and a sense of value and pride. Once that is established, the goals become accessible in the mind of the client.

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

Olive has applied for funding through Community Connections Partnership Madera County for wages for two employees. The grant monies are tied to AB-109 Public Safety Realignment Act of 2011. Olive has 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 CCGP was approved May 26th, 2021 and ends on December 31st, 2022. We will be requesting more funding for the following year at their next meeting in June. We also host an annual fundraiser. The donations from the community go to the direct needs of the victim and are used to fill the gaps of grant monies. The funding we are asking from CDBG will be for housing and transportation. No wages will be used from the CDBG funding source.

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific). Olive hosts an annual dinner/auction fundraiser every spring. This year, our fundraiser netted approximately 143,000.00. Our plans to host another similar fundraiser this summer in the form of a 'drive thru' dinner. The goal for that fundraiser is to net \$5,000.00. Our fundraising efforts are raising more money each year. As the community becomes more aware of the struggles that human trafficking survivors suffer with, it is more support we receive. We also plan on hosting a 'Jazz in Madera' to help bring in more support and provide more awareness to our community. We have also been in contact with a person who organizes 'pop up' events. She would like to spread the word about us the way we wish.

Pre-covid, our fundraisers brought in about \$1.7-2.1,000.00 annually. Due to the opening of our safe house locations, community members have doubled their giving. As more community members become aware of trafficking in our city, we anticipate the number of donors and donations to increase in the coming years.

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

Olive continues to have a good relationship with community members. Our ongoing relationships with Synagogue, Rotary, Lions and other agencies are important to us. We have several volunteers that are heavily involved with our organization as well. If it were not for the generosity of our community, we would cease to exist. Our annual dinner/auction sold out for the first time this year. We have reached out to our partners via email and have attached letters of support. We receive multiple referrals to our agency from agencies outside our own county.

11. If service is offered outside the Madera city limits, include the list of funding sources and

<https://www.citydataservices.net/arc:cs/madera/capp2022arcpl?cat=C258&group=14>

3/2

supporting documentation/letters of commitment that support these program services. It is not always a viable option to keep sex trafficked victims in the county they were found in. Because of this, Olive rents a safe house in Fresno. This location is supported by the donations that have been received through fundraising.

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

Olive is a "first come, first serve" agency. In the case of overflow of clients, we have partnered with other agencies outside of Madera that we refer them to. We have spent the last 4 years building a network of agencies between Fresno, Merced, and Modesto. Olive has grown at a rapid rate, so we had to have alternative solutions so we do not leave anyone without services.

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

The success of Olive depends on the success of the survivors. Although Olive won Non-Profit of the Year for 2021, our success is really in our first safe house tenant. This young lady came into our newly renovated building last year in February and has excelled. She has finished her rehab program and parenting classes. She started her first job and has even applied for Fresno City College to become a drug counselor. She continues in therapy and is currently working through the court system in pending charges. We currently have a survivor of exploitation living in our safe house who has severe physical illness. We are working with her through the healthcare system to save her life. Safety and a stable environment are a top priority when dealing with health issues. The fact that she doesn't have to stress about where she is going to stay is a success. We also have a brand new survivor who has only been with us a short time. Since she's been with us, she's set personal goals. Some are short term goals, others are long term goals. The final survivor that resides in our house is set to testify against her abuser. She's working on getting her first job in over 20 years and she's studying to take the GED exam.

Olive has also provided a safe place for many young women in our community this past year while waiting to go into inpatient programs. There's a statistic from District Attorney's nationwide that states, every third day a woman is on the street, she is sexually assaulted significantly. If we can keep the trauma from getting worse, then we have succeeded.

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

Olive has seen exponential growth in the last 6 1/2 years. Olive has gone from one volunteer volunteering his time helping one or two victims, to a team of staff and several volunteers helping multiple victims. Over the last four years, Olive has gone from 1 client to assisting over 200 clients at a time. Olive has spent the last 5 years expanding partnerships with other local law enforcement and human trafficking agencies and have significantly expanded our services. Olive has also made great progress in the last five years with reaching out to area agencies and building partnerships with community service clubs, businesses, and other non-profits. We now offer transportation services, housing options, trauma counseling, help with obtaining proper identification and assistance with connecting to proper resources. We also assist with navigating all available options through the state of California and beyond. We have a success rate of about 85%, however, we are still in contact with the 15% that did not want our services. In the past two years, we have not had to do any street outreach ourselves. We have had different agencies reach out to us instead. These agencies consist of but are not limited to Fresno Probation, California State Prison, CAPWC Central Valley Justice Coalition, Central Valley Against Human Trafficking, World Impact, Madera Police Department, Madera County Sheriff's Office, Madera County Behavioral Health, Healing the Chains, Haven of Modesto and many others. The number of identifiable victims of human trafficking will only increase in years to come. It is imperative that our growth includes other agencies. The larger our network gets, the more success we can have at recognizing and providing needed services.

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

Olive is the only recorded agency in all of Madera County that directly targets the population of sex and trafficked victims. As other agencies have a variety of services, Olive has one. Our focus will remain on street level prostitution and sexual exploitation. Documentation is in our assessment form. We ask very direct questions during the assessment process to be sure they are victims of human sex trafficking or exploitation. Once that is identified through our assessment process, we move forward with services. If it is found that this is not the case, we refer to an agency that better fits the individual's needs.

CLIENT POPULATION

<https://www.citydataservices.net/or/esimadera/app002?src.pl?pg=C238&pg-up=14>

4-6

1. Indicate the total number of potential clients in the community who require your services.	250
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	19
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input type="radio"/> Yes <input checked="" type="radio"/> 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(k)(3) or 401(k) plans, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answer to #3 above. Limit your response to the space below.	

AGE	
0-5	
6-12	
13-17	
18-34	13
35-54	6
55-69	3
60-64	
65+	
Total	19

GENDER	
Female	19
Male	
Total	19

Female-Headed Households	3
--------------------------	---

Ethnic Categories*	Clients
Hispanic or Latino	8
Not-Hispanic or Latino	11
Total	19

Racial Categories*	Clients
American Indian or Alaska Native	1
Asian	2
Black or African American	10
Native Hawaiian or Other Pacific Islander	0
White	4
Other	2
Total	19

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban-Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with CMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements in 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

<https://www.cityofcalaveras.net/cfs/madara/app?C722m.pr/fpi=123&prop=14>

20

African. Terms such as "Haitian" can be used in addition to "Black" or "African American."

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

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Olive maintains a relationship with community members year round. We've sent out a request for signatures from all our supporters and sponsors. Olive also has the "Red Shirt Project" each year. This brings awareness to the community as well as on social media.

2. Note complaints that have been received, etc.

We have not received any complaints.

3. Provide evidence of collaboration with other agencies within the community.

In June of 2021, Olive was added to the Pledge 2 Stop "Trafficking" campaign. This campaign is a valley-wide collaboration of anti-trafficking agencies who are all working in partnership towards better resources, education and awareness for survivors of labor and sex trafficking. Visit the website at: <https://www.pledge2stoptrafficking.org/> We have also provided an MOU signed by our agency for this co-op. Currently, there are 12 agencies affiliated to this co-op.

F. REFERENCES:

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

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

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

Name: Alicia Bennett	Title: Franchise Owner
Company/Agency	Tel. Number: 425-531-2389
Email Address: abennett1983@yahoo.com	

Name: Mike Larmer	Title: Chaplain/Pastor
Company/Agency: 4th Street Church of God	Tel. Number: 559-706-4202
Email Address: mlarmer@fourthstreet.org	

Name: Debra Rose	Title: Director
Company/Agency: Breaking the Chains	Tel. Number: 559-283-0065
Email Address: debra@btchains.org	

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS:

How often does the Board meet? Quarterly

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

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

Minimum: 5 Maximum: 51

Date of Incorporation: 3/31/2020

FINANCIAL:

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

Community Connections Partnership through AD-109

How often are financial records audited, and by whom? We have never been audited.

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

If so, for how much?

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

We have no pending judgments or lawsuits.

List any outstanding obligations:

We have no outstanding obligations.

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed:			
Benefits			\$0
Fees			\$0
Subtotal Personnel	\$0	\$0	\$0
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials			\$0
Equipment			\$0
Communications			\$0
Meetings & Conferences			\$0
Travel & Transportation	\$3,000		\$3,000
Training			\$0
Consulting	\$6,000		\$6,000
Evaluation			\$0
Other Lines needed:			
Rent for Safe House in Madera	\$15,000		\$15,000
Food/Clothing for Tenants	\$7,800		\$7,800
Utilities for Safe House	\$5,600		\$5,600
Subtotal Non-Personnel	\$37,400	\$0	\$37,400
Total Personnel & Non-Personnel	\$37,400	\$0	\$37,400
Indirect Costs			\$0
TOTAL	\$37,400	\$0	\$37,400
Proposed # of Persons Served:	19		
Cost per Individual	\$1,968		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or m.zuniga@madera.gov at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
- ☒ Organization Chart
- ☒ Non-Profit Determination Letters, IRS & State (5013c)
- ☒ Most Recent Financial statements
- ☐ Most Recent Audit & findings, if any
- ☐ Program Intake Policies
- ☒ Client Intake Form
- ☐ Evaluation Document
- ☐ Board Certification
- ☒ Board Roster
- ☒ Other - Program Timeline

Link or Explanation for Missing Attachments[OLIVE - s/Laws 1 1.docx](#)[Articles of Incorporation.pdf](#)[Board Members and Staff.pdf](#)[IRS Determination Letter 2.pdf](#)[Certified 100 1.pdf](#)[Olive Checkbook 2022.xlsx](#)

We have never been audited

These are covered on our intake form

[ASSESSMENT FORM 8.pdf](#)[Olive Test Results Form.pdf](#)[Olive House Liability Waiver 2023.pdf](#)[Tenant Rules for Safe House.pdf](#)[Olive Test Results Form.pdf](#)[Contact Rector 1.pdf](#)[Tenant Rules for The Bennett House.pdf](#)

Not board certified

[Board of Directors.pdf](#)[Program Timeline.pdf](#)[Check in Safe Trafficking MOU_SIGNED BY OLIVE.pdf](#)[Support Letter from Mike Farmer.pdf](#)

6/7/22, 4:25 PM

☒ Other Letters of Support

City Data Services - Madera

[Support Letter from Theresa Farmer.pdf](#)
[Support Letter from Andy Modellin.pdf](#)
[Support Letter from Celeste Vazquez.pdf](#)
[Support Letter 2022 Alyssa Maza.pdf](#)
[Support Letter 2022 Kelsie Holman.pdf](#)
[CC- May 26 2021 Minutes 2.pdf](#)

Submitted By:

April Molina

Date Signed

05/26/2022

Initially submitted May 26, 2022 - 16:21:10

<https://www.citydataservices.net/cities/madecsa/nap2022arc.pl?mp=0736&crp=14>

8/6



Secretary of State
Articles of Incorporation of a
Nonprofit Public Benefit Corporation

ARTS-PB-
501(c)(3)

4 5 7 5 9 1 6

FILED NYC
 Secretary of State
 State of California

MAR 09 2020

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$30.00

Copy Fees First page: \$1.00; each attachment page: \$0.50;
 Certification Fee: \$5.00

Notes: A separate California Franchise Tax Board application is required to obtain tax exempt status. For more information, go to <http://www.ftb.ca.gov>.

This Space For Office Use Only

1. **Corporate Name** (Go to www.sos.ca.gov/business/filing/name-availability for general corporate name requirements and restrictions.)

The name of the corporation is O.L.I.V.E. Charitable Organization

2. **Business Addresses** (Enter the complete business addresses. Item 2a cannot be a P.O. Box or "in care of" an individual or entity.)

a. Initial Street Address of Corporation - Do not enter a P.O. Box <u>330 South C Street</u>	City (no abbreviations) <u>Madera</u>	State <u>CA</u>	Zip Code <u>93638</u>
b. Initial Mailing Address of Corporation, if different than item 2a	City (no abbreviations)	State	Zip Code

3. **Service of Process** (Must provide either Individual OR Corporation.)

INDIVIDUAL Complete items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) <u>Daniel</u>	Middle Name <u>Douglas</u>	Last Name <u>Foss</u>	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box <u>330 South C Street</u>	City (no abbreviations) <u>Madera</u>	State <u>CA</u>	Zip Code <u>93638</u>

CORPORATION Complete item 3c. Only include the name of the registered agent corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 3a or 3b

Item 4a: One or both boxes must be checked.

4. **Purpose Statement** (Item 4b: If "public" purposes is checked in item 4a, or if you intend to apply for tax-exempt status in California, you must enter the specific purpose in item 4b.)

a. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: <input type="checkbox"/> public purposes <input checked="" type="checkbox"/> charitable purposes.
b. The specific purpose of this corporation is to <u>Rescue Victims of Sex trafficking</u>

5. **Additional Statements** (See Instructions and Filing Tips.)

a. This corporation is organized and operated exclusively for the purposes set forth in Article 4 hereof within the meaning of Internal Revenue Code section 501(c)(3).
b. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.
c. The property of this corporation is irrevocably dedicated to the purposes in Article 4 hereof and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.
d. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3).

6. **Read and Sign Below** (This form must be signed by each incorporator. See Instructions. Do not include a title.)

Signature [Signature] DANIEL FOSS
 Type or Print Name

ARTS-PB-501(c)(3) (REV 06/2019)

2019 California Secretary of State
cdph.sos.ca.gov



*Overcoming Limitations through Intervention,
Value, and Empowerment.*

OLIVE TEAM:

Operations Director:
April Molina

Board of Directors:

Lt. Dan Foss
Chairman

Lt. Robert Blehm
President

Cynthia Ramos
Vice President

Sylvia Anguiano
Secretary

John Molina
Treasurer

D.A. Sally Moreno
Director

Sgt. Alicia Videgain
Director

www.olive-madera.com
1625 Howard Rd.
Madera, CA 93637
559 365 6265

Board of Directors

CHAIRMAN: Lt. Dan Foss - Madera Police Department

PRESIDENT: Lt. Robert Blehm - Madera Sheriff's Office

VICE PRESIDENT: Cynthia Ramos - Madera County Child Support Services

SECRETARY: Sylvia Anguiano - Madera Unified School District

TREASURER: John Molina - Amazon Distribution Center Fresno

DIRECTOR: Sally Moreno - Madera County District Attorney

DIRECTOR: Sgt. Alicia Videgain - Madera Police Department

Staff Members

OPERATIONS DIRECTOR: April Molina

ADMINISTRATIVE ASSISTANT: Kelsie Hickman



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

OLIVE CHARITABLE ORGANIZATION
C/O APRIL MOLINA
530 S C STREET
MADERA, CA 93638-3727

Date: 12/18/2020
Employer ID number: 64-2808845
Person to contact:
Name: Peter Orloff
ID number: 31435
Telephone: (877) 829-6500
Annuiting period ending: December 31
Public charity status: 170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required: Yes
Effective date of exemption: March 9, 2020
Contribution deductibility: Yes
Addendum applies: No
DLN: 25053838001540

Dear Applicant,

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 847 (Rev. 2-2020)
Catalog Number 55152P



California Secretary of State
Electronic Certified Copy

I, **SHIRLEY N. WEBER, Ph.D.**, Secretary of State of the State of California, hereby certify that the attached transcript of 2 pages is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



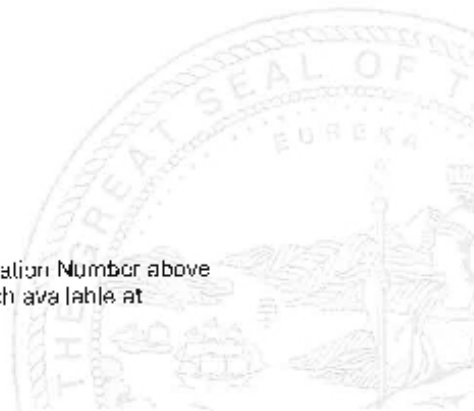
IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of January 10, 2022

A handwritten signature in black ink, appearing to read "Shirley N. Weber".

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Verification Number: P4J72QM
Entity (File) Number: C4575916

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov





**California Secretary of State
Electronic Filing**

FILED

Secretary of State
State of California

Corporation - Statement of Information

Entity Name: O.L.I.V.E. CHARITABLE ORGANIZATION

Entity (File) Number: C4575916
File Date: 01/08/2022
Entity Type: Corporation
Jurisdiction: CALIFORNIA
Document ID: H094669

Detailed Filing Information

1. **Entity Name:** O.L.I.V.E. CHARITABLE ORGANIZATION
2. **Business Address:**
 - a. **Street Address of Principal Office in California:** 1625 Howard Rd. #170
Madera, California 93637
United States of America
 - b. **Mailing Address:** 1625 Howard Rd. #170
Madera, California 93637
United States of America
3. **Officers:**
 - a. **Chief Executive Officer:** Daniel Douglas Foss
1625 Howard Rd. #170
Madera, California 93637
United States of America
 - b. **Secretary:** Sylvia Anguiano
1625 Howard Rd. #170
Madera, California 93637
United States of America

Certificate Verification Number: P4J72QM
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: H094669

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.



California Secretary of State Electronic Filing

Officers (Cont'd):

c. Chief Financial Officer:

April Dawn Molina
1625 Howard Rd. #170
Madera, California 93637
United States of America

4. Agent for Service of Process:

April Dawn Molina
1625 Howard Rd. #170
Madera, California 93637
United States of America

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Dan Foss

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Certificate Verification Number: P4J72QM
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: H094669



OLIVE Foundation

Overcoming Limitations through Intervention Values and Empowerment

Partnership with Madera Police Department



Testimonial Release

Client Name: _____

Date of Birth: _____

I, _____, give OLIVE Foundation the authorization to use my testimonial for the specific purpose of education services through OLIVE Foundation.

I understand that my authorization will remain effective from the date of my signature and that the information will be handled in a confident manner in compliance with all applicable federal laws. I understand that I may see the information that is to be sent, and that I may revoke the authorization at any time by written and dated communication. I have read and understand the nature of this release.

Client Signature

Date

Witness Signature

Date



Client Rights Form

It is this policy's statement that OLIVE Foundation shall follow all applicable laws regarding client information, establishment, access, and storage.

It is this policy's procedure that OLIVE Foundation shall protect client information in accordance with all federal, state, and local laws and regulations, ensuring for client's privacy of information, confidentiality of information, and security of information.

The confidentiality of records maintained by OLIVE Foundation is protected by federal law and regulations. Generally, without the written consent of the client, OLIVE Foundation may not say to a person outside the program that a client attends the program, or may not disclose any information identifying a client unless:

- The client consents in writing, OR
- The disclosure is allowed by court order, OR
- The disclosure is made to medical personnel in a medical emergency, OR
- The disclosure is made to qualified personnel for research, audit, or evaluation, OR
- The client commits or threatens to commit a crime against an OLIVE Foundation representative

Clients have the right to request restrictions on certain uses and disclosures of information.

OLIVE Foundation is not required to agree to any or all of the restrictions that clients might request.

Clients have the right to inspect and copy their own information as maintained by OLIVE Foundation.

Clients have the right, with some exceptions, to attend information maintained by OLIVE Foundation.

Clients have a right, at any time in the process, to request from OLIVE Foundation more specific information regarding the laws and regulations applicable to information privacy, confidentiality, and security. Copies of applicable laws and regulations shall be maintained on site for client review.

Client is in agreement for OLIVE Foundation personnel to discard all cell phone, and paraphernalia.

Client is in agreement OLIVE Foundation personnel will verify identification of person(s) prior to allowing contact with person(s) to ensure safety of client.

Client has the right to contact OLIVE Foundation for on-going support.

Client agrees to receive case management and support services from OLIVE Foundation.

Client Signature

Date this form was read
by client and a copy was
received by the client.

OLIVE Foundation Staff Signature

Date this form was read
by client and a copy was
received by the client.



Release of Information

I, _____, hereby consent to the exchange of information between OLIVE Foundation and _____ and any of the following third party agencies:

- ☐ Medical Services
- ☐ Social Services
- ☐ Legal
- ☐ Other: _____

The purpose and need for disclosure and communication is to inform the agency(ies) listed and initialed above of my participation with OLIVE Foundation.

I also understand that I may revoke this portion of the consent in writing at any time except to the extent that action has been taken in reliance on it, and that in any event this consent expires automatically sixty (60) days after termination of services.

I understand that in order to receive services and guidance with OLIVE Foundation, I must remain in contact on a daily basis.

Client Signature

Date

Witness Signature

Date



Assessment Form

Client Information

Personal Information

Name: _____
Last First M.I.

Address: _____
Street Address Apt./Unit #

Home Phone: _____ Alt. Phone: _____

Email Address: _____

Do you have a valid California Identification? _____ YES _____ NO

Birth Date: _____ Marital Status: _____

Emergency Contact Information:

Name: _____

Address: _____

Home Phone: _____ Alt. Phone: _____

Relationship: _____

Family History:

Do you have children? _____ YES _____ NO

Children's Names and Date of Birth:

Child #1 _____

Child #2 _____

Child #3 _____

Child #4 _____

Child #5 _____

*If you have more than 5 children, please use the back of this sheet for the others.

Do you have custody? _____ YES _____ NO

If yes, which children do you have custody of? _____

Education:

Do you currently have any of the following? Please check all that apply:

_____ High School Diploma _____ GED _____ Vocational School Degree

_____ Known Learning Disability _____ 504 Plan _____ IEP

Highest Level of Education: _____

Legal History:

Have you ever been convicted of a crime? _____ YES _____ NO

If yes, describe the charges:

Are you currently on Probation or Parole? _____ YES _____ NO

Name of P.O.: _____

County of Probation or Parole: _____

Are there currently any warrants out for your arrest? ☐ YES ☐ NODo you currently have any pending legal matters? ☐ YES ☐ NOIf yes, describe: _____
_____**Substance Abuse and Treatment History:**Have you ever used any illegal drugs? ☐ YES ☐ NO

Last date of use: _____

Method of use (circle all that apply): Injection Smoking Inhaling Oral Other: _____

Have you ever been in a shelter or residential treatment program? ☐ YES ☐ NO

If yes, which one? _____

Did you complete the program? ☐ YES ☐ NO

Estimated date of completion: _____

Were you provided with aftercare support? ☐ YES ☐ NO**Medical History:**

Do you have any of the following medical conditions?

☐ Heart Problems ☐ Diabetes ☐ Asthma ☐ HIV/AIDS☐ Mental Health ☐ Allergies ☐ Glasses ☐ STD's☐ Other: _____Are you currently taking any medication? ☐ YES ☐ NOIf yes, please list: _____
_____Are you currently pregnant or suspect you may be pregnant? ☐ YES ☐ NOIf yes, are you receiving any prenatal care? ☐ YES ☐ NO

Do you have any medical insurance? _____ YES _____ NO

Trafficking History:

Have you ever been paid to have sex? _____ YES _____ NO

Have you ever been charged or convicted of prostitution? _____ YES _____ NO

Have you ever been a victim of incest? _____ YES _____ NO

Have you ever been forced to have sex against your will? _____ YES _____ NO

Have you ever been a victim of domestic violence? _____ YES _____ NO

Do you currently or have you ever had a pimp? _____ YES _____ NO

Have you ever been told that you must work and not received payment? _____ YES _____ NO

Demographics:

Are you currently homeless? _____ YES _____ NO

Are you a US citizen? _____ YES _____ NO

Have you ever been adopted? _____ YES _____ NO

Have you ever been in the foster care system? _____ YES _____ NO

Did you have both parents in the home while you were growing up? _____ YES _____ NO

If no, which parent was absent? _____

Do you have siblings? _____ YES _____ NO

Do you have a good standing relationship with any of your family members? _____ YES _____ NO

If yes, which one(s): _____

Do you have any outstanding debt? _____ YES _____ NO

If yes, with who? _____

Any questions or concerns?

Intake Packet Check List

- ☐ Admission Cover Sheet
- ☐ Testimonial Form P. 2
- ☐ Client Rights Form P. 3-4
- ☐ Release of information P. 5
- ☐ Assessment P. 6-9

For Client:

- ☐ Copy of client right's provided

For third party agency:

- ☐ Copy of ROI provided



*Overcoming Limitations through Intervention,
Value, and Empowerment.*

OLIVE TEAM:

Operations Director:
Arlene Molina

Board of Directors:

Lt. Dan Foss
Chairman

Lt. Robert Blehm
President

Cynthia Ramez
Vice President

Sylvia Anguiano
Secretary

John Molina
Treasurer

D. A. Sally Monero
Director

Sgt. Anita Vidogian
Director

www.olivemadera.com
1675 Howard Rd. #170
Madera, CA 93637
559-365-8265

DRUG TEST RESULTS FORM:

DONOR NAME: _____

REASON FOR TEST: _____

DATE TEST WAS ADMINISTERED: _____

RESULTS: POSITIVE NEGATIVE

If positive result, please circle what came up positive:

AMP	BAR	BZO	BUZ	COC	MDMA	THC	MTD
EDDP	MET	MOP	OXY	PCP	TCA	DOT	ETG
KRA	K2	TRA					

TEST ADMINISTERED BY: _____

O.L.I.V.E. HOUSE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT:

In consideration of being permitted to attend any OLIVE Charitable Organization (or Olive subsidiaries) activity or enter onto the property of or into any facility for any purpose, including, but not limited to observation, use of facilities or equipment or participation in any way, or being transported to or from an activity the undersigned hereby acknowledges, agrees and represents that he or she has or immediately upon entering will, inspect such premises, activities or facilities. It is further warranted that such entry onto Olive House's property for observation, participation or use of any facilities or equipment constitutes an acknowledgment that such premises, activities, and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation, use, or participation.

In further consideration of being permitted to attend any Olive House activity or enter onto Olive House property for any purpose including, but not limited to observation, use of facilities or equipment, or participation in any way, the undersigned hereby agrees to the following:

The undersigned hereby releases, waives, discharges, and covenants not to sue Olive Charitable Organization or and of Olive's subsidiaries, board of directors, employees, agents or other volunteers (hereinafter referred to as 'releasees') from all liability to the undersigned for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise, while the undersigned is in, upon, or about the premises or any facilities therein, or involved in any activity carried out by the releasees.

The undersigned hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage or cost they may incur due to the activity or presence of the undersigned in any of the releasees activities or in any way observing or using any facilities or equipment of the releasees including transporting to or from an activity whether caused by the negligence of the releasees, or otherwise.

The undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of releasees or otherwise while involved in any activity or the releasees or in about or upon the premises of the releasees and/or while using the premises or any facilities or equipment hereon, including transportation to or from an activity.

The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

The undersigned grants permission to use pictures and quotations of the undersigned (or minors listed below) while involved in activities of the releasees to be used in promotional material generated by the releasees.

The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees no oral representations, statements or inducement apart from the foregoing written agreement have been made.

The undersigned understands that the above release and waiver of liability and indemnity agreement applies to any minor under custodial care whose name(s) is (are) listed below. The undersigned further gives permission for any child listed below to be transported to and from any activity.

Should a practicing doctor deem it necessary, in case of illness or injury, OLIVE Charitable Organization (or its subsidiaries), or any of its staff, has full consent of the undersigned to give consent for all medical treatment, including surgery for the undersigned or for any, minor listed below.

I HAVE COMPLETED THE INFORMATION ON THE BACKSIDE COMPLETELY AND HAVE READ THIS RELEASE.

Signature of Applicant

Printed Name of Applicant

Date



Madera Police Department
Olive Organization
Professionalism, Integrity, Accountability, Trust, Compassion



Tenant Rules for Olive House:

Upon moving into the Olive House, the undersigned agrees to the following terms:

1. Nobody get to know where you are staying. This is a **SAFE HOUSE**. We must keep it that way. Please do not become a safety risk to the other tenants.
2. Please do not mess with the security system for any reason. If there is a problem, alert April Molina immediately.
3. There is a cleaning schedule. Please do your part.
4. Random drug tests will be required.
5. Random room inspections can be conducted by Lt. Foss at any time for any reason.
6. No cell phones unless cleared through Lt. Foss.
7. If you need/want to leave for any reason, please let April know. There's a calendar for scheduling appointments.
8. Any cars parked in the parking lot are required to be insured and you must have a valid driver's license to drive 'L.
9. All prescription medications will be your responsibility. If you need help in any way, please let April know.
10. Do not let the cats outside.
11. Any pets/animals need to be cleared through Lt. Foss.
12. Olive has access to all the phone records for the house phone. All phone records are turned into Madera Police Department at the end of each month for review.
13. Do not leave razors on the shower. We don't want anyone cutting their feet.
14. Keep your room clean.
15. **Absolutely NO weapons, drugs or alcohol of any kind.**
16. Respect the space of the other tenants. It's up to everyone to live in peace with each other.
17. If there is a problem or you need something, alert April Molina immediately.

Signature

Date



Madera Police Department
Olive Organization
Professionalism. Integrity. Accountability. Trust. Compassion.



CONTACT REPORT

Name: _____ DOB: _____

City/County of Contact: _____

Place of Contact: _____

Was this a referral? If yes, who referred: _____

Action taken:

Any financial help given? If yes, how much: _____

Recommendations:

Signature: _____ Date: _____



Madera Police Department
Olive Organization
Professionalism, Integrity, Accountability, Trust, Compassion



Tenant Rules for The Bennett House:

Upon moving into the Olive House, the undersigned agrees to the following terms:

1. Nobody get to know where you are staying. This is a **SAFE HOUSE**. We must keep it that way. Please do not become a safety risk to the other tenants.
2. Please do not mess with the security system for any reason. If there is a problem, alert April Molina immediately.
3. There is a cleaning schedule. Please do your part.
4. Random drug tests will be required.
5. Random room inspections can be conducted by Lt. Foss at any time for any reason.
6. No cell phones unless cleared through Lt. Foss.
7. If you need/want to leave for any reason, please let April know. There's a calendar for scheduling appointments.
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14. Keep your room clean.
15. Absolutely **NO weapons, drugs or alcohol** of any kind.
16. Respect the space of the other tenants. It's up to everyone to live in peace with each other.
17. If there is a problem or you need something, alert April Molina immediately.

Signature

Date

**CURRENT MEMBERS OF THE BOARD OF DIRECTORS FOR OLIVE
CHARITABLE ORGANIZATION**

Chairman: Lt. Dan Foss

President: Lt. Robert Blehm

Vice President: Cynthia Ramos

Secretary: Sylvia Anguiano

Treasurer: John Molina

Director: DA Sally Moreno

Director: Sgt. Alicia Videgain

100
90
80
70
60
50
40
30
20
10
0

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 medical
 - 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.*

Memorandum of Understanding for Organizational Beneficiaries

PLEASE BE ADVISED THIS IS A BINDING AGREEMENT



➤ Pledge to Stop Trafficking Recipients

Phone: 559 402-3955

Breaking the Chains
P.O. Box 9751
Fresno, CA 93794

Hello Fellow Freedom Fighters,

Memorandum of Understanding for the Pledge to Stop Trafficking Field of Interest fund has been developed by the Breaking the Chains, (hereafter known as BTC) for the purpose of funding direct services to victims of domestic sex trafficking in Fresno and Madera County. BTC created this Memorandum of Understanding to assist organizations in establishing a professional ethical code of understanding and operational agreement. Those that are electing to participate in this funding opportunity are agreeing to operate ethically and forthright with all guidelines as indicated in this document.

The MOU fulfills the statutory requirements of the Pledge to Stop Trafficking mission and integrates promising practices, this MOU is designed specifically to address service delivery to commercially sexually exploited men, women, and children. The provisional guidelines outlined for funding must be utilized to improve service delivery for domestic victims of sex trafficking. The services that are provided must be a viable resource that is delivered in an ethical and forthright service; examples of qualifying services include but are not limited to: Emergency Housing/Shelter, long term housing/shelter, Food, clothing, transportation, case management, etc....

General participant responsibilities "Each party will fulfill the following responsibilities as part of its work on the Pledge to Stop Trafficking under this MOU:

- Appoint director or designee empowered to make decisions on behalf of the party to participate.
- Attend regularly scheduled meetings and participate collaboratively in all Pledge to Stop Trafficking events and meetings.
- Report on successes, barriers to providing services, and areas for improvement, including recommendations for adapting the MOU and training needs/gaps.
- Qualifying organizations agree to provide an initial funding proposal that includes a description of services, dollar amount requested, method of service delivery, reasonable project outline with projected timetables.
- Annual reporting letter with details of funding expenditures and details about the population that was served
- Contribute at least \$100.00 to the initial startup cost for the field of interest fund that will be managed by the Central Valley Community Foundation.
- Provide volunteers and/or staff to participate in the annual Stop Traffic to Stop Trafficking campaign that will take place on January 11th, 2017 from 6am to 6pm.
- Provide proof of certificate of liability for stop traffic to stop trafficking campaign volunteers
- Include the pledge to stop trafficking funding link on their existing website and/or social media site.

Governing board is as follows: Debra C. Woods, Tiffany Apodaca, and Curtis Chastain. The preceding parties are advisors to the fund and are responsible for overseeing the general guidelines and vision of the Pledge to Trafficking Fund.

The entire field of Interest Fund will be administered by the Central Valley Community Foundation based on the funding committee's approval and oversight. The Central Valley Community Foundation, is an unbiased partner in the pledge to stop trafficking, any and all questions about the pledge to stop trafficking should be addressed to the governing board.

Funding Committee: The funding committee is responsible for screening all eligible participants, reviewing funding requests for approval based on the annual monies received by the pledge to stop trafficking fund in addition to fiscal oversight, including the adoption of an annual budget and distributions, quarterly review of revenue and expenses. Committee members are expected to serve in a fiduciary capacity, utilizing their judgment and discretion for the benefit of all the pledge to stop trafficking participants.

Ethical collaboration and business practice guidelines: We are working together to promote unity and to serve domestic victims of sex-trafficking. The following guidelines were created to ensure that we adhere to ethical best practice standards, so that we can promote a healthy and unified collaboration for years to come.

All participants agree not to directly or indirectly approach the donors who have decided to pledge their money to the pledge to stop trafficking campaign. We are all operating in good faith and in moral and ethical conduct. Remember this fund was created to demonstrate unity within our fields, and to also give donors the opportunity to give collaboratively rather than independently.

The participant acknowledges that the participant also agrees to remain said information as confidential and not to use said information on his or her own behalf or disclose information to any third party. The participant also agrees to take reasonable security measures to prevent accidental disclosure.

April Molina

4/3/2021

(AUTHORIZED SIGNATURE)

DATE _____

April Molina

(PRINT NAME)

(AUTHORIZED SIGNATURE)

DATE _____

(PRINT NAME)

> Page 2



*Overcoming Limitations through Intervention,
Value, and Empowerment.*

OLIVE TEAM:

Coordinators Directors
April Williams

Board of Directors

Dr. Dan Ross
Chairman

Dr. David D. D. D.
Member

Cynthia P. P.
Member

Wanda A. A.
Secretary

John M. M.
Treasurer

Dr. A. A. A.
Member

Dr. A. A. A.
Director

www.olive-madera.com
1020 Howard Blvd.
Madera, CA 93637
559-666-6666

May 17, 2022

City of Madera
CDBG Grant Division
205 W Fourth St
Madera, CA 93638

Dear Mayor and Members of the Council,

It is my pleasure to write to you in support of the proposal CDBG Public Services Grant being submitted by O.L.V.E. Charitable Organization.

I have worked closely with Olive over the last few 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 human sex trafficking. Granting this request will ensure Olive's necessary work will continue to serve the most vulnerable members in 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 street and out of the sex industry will benefit our community at large.


Signature

MAY 17, 2022
Date



*Overcoming Limitations through Intervention,
Value, and Empowerment.*

OLIVE TEAM:

Operations Director:
April Williams

Board of Directors:

J. Lynn Pyle
Chairman

Ed. Joseph Blumel
President

Cynthia Simon
Vice President

Wynne August 13
Treasurer

John M. H. H.
Treasurer

Paula E. Johnson
Secretary

High, M. L. Williams
Director

www.olivemadera.com
1525 Howard St.
Madera, CA 93603
Tel: 555-6255

May 17, 2022

City of Madera
CDBG Grant Division
205 W Fourth St
Madera, CA 93638

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Signature Theresa M. Farmer

5-17-22

Date



*Overcoming Limitations through Intervention,
Value, and Empowerment.*

OLIVE TEAM:

Operations Director:
Amy Medina

Board of Directors:

Ellen Davis
Chairman

Elizabeth Alford
President

Trishia Paine
Executive Director

Debra Williams
Secretary

John Wilson
Treasurer

Donna Williams
Director

Sam Adams
Director

www.olivemadera.com
1625 Howard Rd.
Madera, CA 93637
550-865-6265

May 17, 2022

City of Madera
CDBG Grant Division
205 W Fourth St
Madera, CA 93638

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Signature

5/18/22
Date

Amy Medina



Overcoming Limitations through Intervention,
Value, and Empowerment.

OLIVE TEAM:

Operations Director:
Audi Molina

• Board of Directors:

Lt. Dan Foss
Chairman

Lt. Robert Blohn
President

Cynthia Ramos
Vice President

Sylvia Angimano
Secretary

Joan Molina
Treasurer

D.A. Sally Moreno
Director

Sgt. Alicia Velazquez
Director

www.olivemadera.com
1625 Howard Rd.
Madera, CA 93637
559-365-6205

May 17, 2022

City of Madera
CDBG Grant Division
205 W Fourth St
Madera, CA 93638

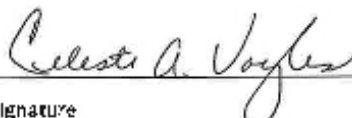
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Signature

5/18/2022
Date



*Overcoming Limitations through Intervention,
Value, and Empowerment.*

OLIVE TEAM:

Operations Director
Amy Medina

Chair of Directors:

Dr. Don Tessa
Chairman

Dr. Robert Brown
President

Cynthia Campos
Vice President

Sybil Anguiano
Secretary

Julia Medina
Treasurer

D.A. Sally Morrison
Director

Sgt. Mike Widgren
Director

www.olivemadera.com
1625 Howard Rd.
Madera, CA 93637
559-363-6755

May 17, 2022

**City of Madera
CDBG Grant Division
205 W Fourth St
Madera, CA 93638**

Dear Mayor and Members of the 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

Date



*Overcoming Limitations through Intervention,
Value, and Empowerment.*

OLIVE TEAM:

Operations Director
April Medina

Board of Directors:

Dr. Don Foss
Chairman

Dr. Robert R. Smith
President

Cynthia Ramos
Vice President

Sylvia Aguilar
Secretary

John Morales
Treasurer

Dr. Salvo Moreno
Director

Sgt. Alicia Vidales
Director

www.olivemadera.com
1525 Howard Rd.
Madera, CA 93637
559-365-0255

May 17, 2022

City of Madera
CDBG Grant Division
205 W Fourth St
Madera, CA 93638

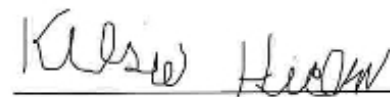
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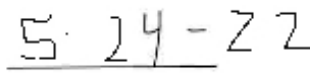
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Signature



Date



Overcoming Limitations through Intervention,
Value, and Empowerment.

OLIVE TEAM:

Operations Director:
April Molina

Board of Directors:

Li Dai Liss
Chairman

L. Ruben Blehm
President

Donna Barnes
Vice President

Sylvia Angulo
Secretary

Don Molina
Treasurer

Clara Soto-Morales
Director

Sp. Audio Manager
Director

www.olivemadara.com
1621 Howard Rd
Madera, CA 93637
559-361-6751

May 17, 2022

**City of Madera
CDBG Grant Division
205 W Fourth St
Madera, CA 93638**

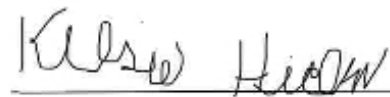
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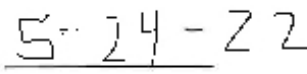
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Signature



Date

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type:	Public Service
Legal Name of Organization:	Madera Rescue Mission
Name of Project/Program:	Homeless Program
Street Address/Service Area of Project:	1305 Chasen Street
City: Madera CA	Zip: 93638
Amount Requested for this Project:	\$34,500
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93638
City: Madera	Zip: 93638
Grant Administrator: Ligia Pacheco	Title: Accounting
Phone: (559)675-0121 Ext 223	Email: ligia.pacheco@mrmission.org
SAM Number: 197697709 System for Award Management (Formerly CCR) Number	
LEI Number: 172791494N010	Federal EIN/TIN Number: 77-0144133
Program/Project Administrator: Lynda Belmontez	Title: Deputy Director
Phone: 5596758821	Email: lbelmontez@maderarescue.org
Type of Entity/Organizational Structure: Non-Profit	
Brief Project Description (50 Words Max): Madera Rescue Mission is an ongoing program providing emergency and transitional shelter to the homeless, single individuals and low-income families with children. Help clients with the process of being homeless to obtain their permanent housing. Serving more than 4,000 meals monthly as well as offer a 9/12 month faith-based Recovery Program.	

CDBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X). The community problem that needs to be addressed is the homeless issue. It is affecting not only residential areas and business's, but to our environment. The continued trash and human disposal on our street's is concerning not only to residents living near the river, but to The Health Department as well. According to new statistics released by Data.Census.gov, it was estimated for Madera CA to have a population of 159,410 for 2021. This is an indicator that our town will have an increase of homeless population for 2022. Added to this we have many people that have not only lost their jobs, but their houses as well, due to COVID-19. Everyone knows that this pandemic is a nation wide issue that has had devastating consequences.

2. EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
Holy Family Table is soup kitchen that provides breakfast, The Hope House provides limited daily activities for the homeless. There are some other agencies that provide services to low income individuals such as Love Inc, CAPMI.

3. Explain how your program supplements or complements existing services without duplicating them.
Madera Rescue Mission serves all people in need as it relates to emergency shelter and food. We have emergency housing for women and children (38 beds)
We have emergency housing for men (64 beds)
We serve 3 daily healthy meals (more than 3,000 meals monthly)
We offer 9/12 month faith-based Recovery Program.
We teach biblical principles.
We offer classes of anger management and domestic violence prevention as well ACE Assessments.
We offer work skills in different areas.

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

MRM measures our effectiveness by keeping track of our daily services being provide which includes daily meals served & nightly bed logs, in addition we also have our staff provide daily narrative info if any incidents happens during the night shift. We make sure that our guest feel comfortable, loved and having the sense that we really care for them.

a. Mark the box below that indicates the national objective met:

Activities Benefiting Low and Moderate-Income Persons. 570.208(a)

☐ **LMA-Area Benefit. 570.208(a)(1)** Area-wide activities benefit ALL residents in a particular area, where at least 51 of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

LMI-Limited Clientele. 570.208(a)(2)

☒ **Limited Clientele. 570.208(a)(2)(i)** Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least 51 of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

☒ **Presumed Benefit. 570.208(a)(2)(ii)** Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☐ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☐ Migrant farm workers
- ☐ Handicapped individuals
- ☒ Homeless persons
- ☐ Persons with AIDS

☐ **Client Document Review. 570.208(a)(2)(iii)** Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

☐ **Income Certification. 570.208(a)(2)(iv)** Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "Intake" form.

☐ **Limited Clientele. 570.208(a)(2)(i)** An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

☐ **Limited Clientele. 570.208(a)(2)(ii)** Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mid person).

☐ **Limited Clientele. 570.208(a)(2)(iii)** A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iii)(A) and (B).

☐ **LMI-Housing Activities. 570.208(a)(3)** An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

☐ **LMI-Job Activities. 570.208(a)(4)** An activity designed to create or retain permanent jobs where at least 51 of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

☐ **Slum and Blight. 570.208(a)** Activities that aid in the prevention or elimination of slums or blight. For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

☐ **Urgent Need. 570.208(a)** Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

MRM meets National Objective # 1. Our services benefit the homeless, low-income families & children. MRM also works with people with substance abuse through our 9/12-music inpatient Recovery Program. MRM endeavors to provide a safe place to reside during an emergency situation. Through our program the Connection we work ardently with other agencies to be part of solution to the homeless issue in our community.

7. How will your program meet its goals in one year?

Madara Rescue Mission meets our goals by:
 - Serving low-income families and children.
 - Providing decent temporary housing in a suitable living environment.
 - Helping & connecting clients with necessary resources to obtain their permanent housing.
 - Alleviating the hunger issue in our community.

Serving clients with mental health problems & substance abuse.

MRM's goals will be met by the accessibility of services upon client's request and having the satisfaction of serving anyone in need with love and compassion.

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

MRM relies on our faithful monthly donors and business's. This Year We have received a grant of \$3,000K from Bank of America to support our annual operating budget. Also we were approved \$4,000K from FEMA to support our expenses for daily meals & nighty beds that we serve to our community. This year the amount of contributions have drastically decreased due to financial issues that many of our regular donors are facing.

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific). MRM has 3 major events to raise funds. We have the Second Wind 5K run, in conjunction with the Food Bank, annually in March, which raised \$8,000. We will have our annual fundraiser banquet in October (estimated net income 20K) as well as our Thanksgiving & Christmas mail campaign (estimated net 30K).

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

MRM utilizes our activities and programs on social media (Facebook). We also have volunteers that help at our annual banquet and our 5K Run. We also welcome the participation of people in our community in serving meals at Thanksgiving & Christmas. In addition, we have people that come to the Mission to teach our clients in our Recovery Programs & our nighty guest.

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

N/A

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

For MRM every client is important to us, we are a first come first served organization, but we strive to help all that come to our doors.

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

MRM success hinges on people:

People becoming sober.

People being able to re-enter society.

People being able to obtain permanent housing.

People feeling safe, and no longer hungry.

People being able to go back to work.

Families being restored.

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

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

Our past performance is measured through the successful outcomes mentioned in previous answer # 13. Between 2015 & 2021 we have delivered our services to our community as followed.

From 2015 to 2021, we have had more than 45 graduates from our Recovery program, which have re-entered society. We also have had more than 78 homeless move from emergency housing to permanent housing. In addition, more than 36,500 annually meals were served to our community and more than 18,250 annually bednights.

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

A real need from our community was to have available place where to allocate homeless patients released from the hospital. New MRM count with a temporary Respite Care for men & women.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	1000
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	200
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input type="radio"/> Yes <input checked="" type="radio"/> 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 banking and savings statements, retirement accounts, 401(k)(3) or 401k plans, etc.	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answers to #3 above. Limit your response to the space below.	

AGE	
0-5	15
6-12	13
13-17	13
18-34	45
35-54	63
55-59	30
60-64	15
65+	19
Total	200

GENDER	
Female	40
Male	160
Total	200

Firm's Headed Households	4
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Ethnic Categories*	Clients
Hispanic or Latino	80
Not-Hispanic or Latino	120
Total	200

Racial Categories*	Clients
American Indian or Alaska Native	80
Asian	24
Black or African American	40
Native Hawaiian or Other Pacific Islander	7
White	40
Other	9
Total	200

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50879 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.

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 "African" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Public input is received during Thanksgiving, Christmas, 5-K & Annual Banquet events. At these events we have community members coming together to support our efforts in serving the more vulnerable people in our community. It is priceless to hear the good feedback we receive after services were provided to clients.

2. Note complaints that have been received, etc.

No complaints so far, and we hope it never happens since our goal is to make everyone feel welcome.

3. Provide evidence of collaboration with other agencies within the community.

We partnership with:

Madera Food Bank in distribution of food boxes and the 5K event.

Community Action Partnership of Madera County

Madera County Department of Correction

Department of Social Services

Behavioral Health

Madera County Public Health

Madera Community Hospital

F. REFERENCES:

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

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

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

Name: Ryan McWhorter	Title: Executive Director
Company/Agency: Madera Food Bank	Tel. Number: (559) 975-5315
Email Address: rmcwhorter@maderafoodbank@gmail.com	

Name: Vanita Mendez	Title: Executive Director
Company/Agency: CA/MBG	Tel. Number: (559) 675-5749
Email Address: vmendez@maderacap.org	

Name: Sara Bosse	Title: Public Health Director
Company/Agency: Madera County Health Department	Tel. Number: (579) 677 7893
Email Address: Sara.Bosse@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :**CORPORATION DIRECTORS:**

How often does the Board meet? 1 Monthly

What was the average number of Board members attending meetings last year? 7

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

Minimum: 5 Maximum: 8

Date of Incorporation: 1987

FINANCIAL:

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

We have been approved from FEMA PHASE 39 \$19K and from FEMA PHASE ARPAR \$30K. Also from Bank of America we received \$3K. Please keep in mind that we are operating with an annual budget of \$90,500. For instance, for this year we have budgeted just for utilities \$68,200.

How often are financial records audited, and by whom? Monthly review by accounting Consultant Robynne Wheeler & CPA Annually

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

If so, for how much? N/A

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

N/A

List any outstanding obligations:

N/A

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed:			
Benefits			\$0
Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Non Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$3,000		\$3,000
Equipment			\$0
Communications			\$0
Meetings & Conventions			\$0
Travel & Transportation			\$0
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed:			
Charges	\$20,000		\$20,000
Insurance	\$10,000		\$10,000
Printing	\$1,500		\$1,500
	\$0		\$0
Subtotal Non-Personnel	\$31,500	\$0	\$31,500
Total Personnel & Non-Personnel	\$31,500	\$0	\$31,500
Indirect Costs			\$0
TOTAL	\$31,500	\$0	\$31,500
Proposed # of Persons Served:	200		
Cost per Individual	\$157.50		

Attachments

(Upload instructions)

Check all attachments below are **REQUIRED** in order to submit your application, and your application **WILL NOT** be able to be submitted without using required attachments. Please take this into consideration when timing your submission of this application. The documents

<https://www.citydataservices.net/clients/maderna/sap/CE/Gen.pl?rpt=CE2118&prop=7>

8/7

6/7/22, 4:25 PM

City Data Services - Modera

you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zeniga at 354-661-3692 or marcelaz@modera.org, at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
- ☒ Organization Chart
- ☒ Non Profit Determination Letters, IRS & State (5013c)
- ☒ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☒ Program Intake Policies
- ☒ Client Intake Form
- ☒ Evaluation Document
- ☐ Board Certification
- ☒ Board Roster
- ☒ Other - Financial supporting documentation

☒ Other - MRM 2022 Budget

Submitted By:

Ligia Pacheco

Date Signed

05/26/2022

Link or Explanation for Missing Attachments

[MRM Articles of Incorporation Bylaws.pdf](#)

[MRM Organization Chart.pdf](#)

See the up attached file

[501-2022.pdf](#)

[MRM Financial Statements.pdf](#)

See the Up attached file

We are not mandated to have Audited Financial

[MRM Program Intake Policies.pdf](#)

Intake form is included with the intake policies file

See the Down attached file

N/A We Can

[MRM Board of Director List 2022-2023.docx](#)

[Financial supporting documentation.pdf](#)

[Evaluation document forms.pdf](#)

[Client Intake Form.pdf](#)

[501-2022.pdf](#)

[MRM 2022 Budget.pdf](#)

not fully submitted, May 26, 2022 - 11:24:18

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type	Public Service
Legal Name of Organization	Madera Parks & Community Services Dept.
Name of Project: Madera Seniors Nutrition & Recreation Programs	
Street Address/Service Area of Project:	703 E. 5th Street
City: Madera	Zip: 93638
Amount Requested for this Project:	\$148,500
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93638
City: Madera	Zip: 93638
Grant Administrator: Marcella Zarate	Title: Grants Administrator
Phone: (559) 661-3602	Email: Madera, CA 93638
SAM Number: System for Award Management (Formerly, CCR) Number	
UFI Number: 701 E 5th St	Federal EIN/TIN Number: 94-0000305
Program/Project Administrator: Joseph Hebert	Title: Senior Director
Phone: (559) 661-5126	Email: 701 E 5th St
Type of Entity/Organizational Structure City Department/Public Agency	
Brief Project Description (50 Words Max): The City of Madera Parks & Community Services Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 55 years of age and older. With the COVID-19 pandemic, the congregate meal program was changed to a homebound delivered program. With restrictions lifting, PCS will reinstate the congregate meal program.	

CDBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 2000 Census Data Table X.) Prior to COVID-19, the City of Madera Parks & Community Services (PCS) Department offered programs and services for the seniors of Madera. Staffs seeking CDBG resources in the amount of \$100,000.00 to support staffing, supplies, associated programming costs and the reopening of two senior sites located in Madera's disadvantaged neighborhoods at the Frank Bergen Senior Center and the Pan-American Community Center. The requested CDBG funding would enable the City to reinstate the following programs and services for seniors:

- 1. Senior Meal Program** - With the COVID-19 pandemic, the meal service to congregate seniors and home delivered meals was shifted from City management to the Private Madera Area Agency on Aging (PMAAA). PMAAA has been administering this meal service since May 2020. As Governor Newsom continues to lift restrictions, staff anticipates to resume regular programming and services at the congregate sites. This would include providing nutritious and balanced meal five days per week, excluding holidays at the City's two senior sites. Additionally, the City anticipates resuming the administering of the Meals on Wheels program which delivers seven nutritious meals per week, including fresh vegetables/fruit, milk and bread to qualified homebound seniors.
- 2. Wellness Programs** - Fitness and wellness programs will be offered throughout the week could include Tai Chi, Zumba, chair aerobics, yoga, walking club, core balance and others. We are planning a series of presentations on: balancing wellness, improving healthy living and mental health.
- 3. Recreation and Educational Programs** - Classes in: sports, leisure, arts & crafts, book club, music classes, cooking classes, social dances, karaoke and a wide variety of local excursions and regional trips. Also highlighting educational courses, Senior Awareness program presentations and much more.

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

The City of Madera PCS Department is the only agency within the City limits that provides seniors with congregate and home delivered meal services and the host of programs and activities for the senior population.

3. Explain how your program supplements or complements existing services without duplicating them.
Not applicable

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

1. Goal 1: The City will add new local and regional recreational and educational programs for seniors. Participants will self-report a greater understanding of their community and a healthier lifestyle.

a. Objective 1: The City will provide regional excursions that expose seniors to art galleries, special cultural events, farmers' markets and marketplace experiences that promote lifelong learning of the area 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 produce 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 make new friends thus providing a wellness experience that promotes healthier self-esteem. The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.

b. Objective 2: The City will partner with other agencies to educate our seniors through presentations on the Elder related topics and issues.

Goal 3: Increase the amount of nutritious meals served at each of the senior centers

a. Objective 1: The City will partner with Fresno Modern Area Agency on increasing the number of congregate meals served and documenting the service numbers by utilizing the info system

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

☒ **LMA-Area Benefit.** 570.208(a)(1): Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CMRC LMA Service Area Map

☐ **LMT-Limited Clientele.** 570.208(a)(2)

☐ **Limited Clientele.** 570.208(a)(2)(i): Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

☐ **Presumed Benefit.** 570.208(a)(2)(ii): Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☒ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☐ Migrant farm workers
- ☐ Handicapped individuals
- ☐ Homeless persons
- ☐ Persons with AIDS

☐ **Client Document Review.** 570.208(a)(2)(iii): Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

☐ **Income Certification.** 570.208(a)(2)(iv): Clients independently "income certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

☐ **Limited Clientele.** 570.208(a)(2)(v): An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

☐ **Limited Clientele.** 570.208(a)(2)(vi): Microenterprise assistance activity to benefit new and existing microenterprise (five or fewer employees, including owner who is a low-moderate person).

☐ **Limited Clientele.** 570.208(a)(2)(vii): A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care,

- transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(i), (ii) and (3).
- **LMI-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.
- **LMI-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate income persons.
- **Slum and Blight.** 570.208(e). Activities that aid in the prevent or elimination of slums or blight. For addressing Slum or Blight, on an area basis, please [Click Here](#) for the regulations and criteria.
- **Urgent Need.** 570.208(g). Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

Nearly all program participants meet the low-income criteria. In the rare instance where this is not the case, all program participants are seniors and therefore meet the qualifications defined by CDBG.

1. Objective 1: The program attendance for the areas listed above remain constant or realize up to a 5% increase in captioned services provided over the grant period.
2. Objective 2: The average score on self-reporting surveys for life satisfaction will rise 5% over the grant period.

7. How will your program meet its goals in one year?

The Senior Services Program goals will be met by monitoring monthly meal consumption and quarterly reports. The program will ensure low and moderate income persons are receiving the meals. Participation sign in sheets are used to monitor the population and usage for social interaction, recreation and educational programming detailed in this grant application.

8. What financial resources, other than City, are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
PMASA offers grant funding to help offset costs of senior services programs. As of May 2022 no contract has been signed. Seniors may choose to anonymously make voluntary donations to the program at a suggested donation of \$2.00/meal. Seniors are not denied a meal and City staff does not track who donates resources and who does not. The City of Madera General Fund provides gap funding to cover the gap between revenues received and expenditures. Staff is researching other fundraising efforts but past experiences have makes support of senior programs is achieved through fundraising.

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific). City staff is researching fundraising opportunities for the upcoming fiscal year; however, no assumptions are being made about that revenue at this time considering the ongoing impacts of COVID-19. The City's General Fund available to the PCS Department has also decreased in step with economic downturn and has not recovered.

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

Due to the COVID-19 pandemic and ongoing closure of the senior centers, the senior surveys have not been completed for the last year of current year. Once the senior centers and program are reopened, program surveys and feedback from the City of Madera Vision 2025 subcommittee will be gathered and analyzed for program planning as direct result of the data collected.

11. If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services. Services are not offered outside of City limits.

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

The City of Madera has not previously had an issue with an overflow of clients for the meal.

program. There was a wait list system in effect in the event of overflow of clients, with additional resources to assist the wait-listed clients.

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

The City supports Medera's senior residents through a comprehensive meal and recreational/educational programming. Without these senior program, many participants would live in isolation with the guarantee of adequate nutrition. The recreation and wellness component provide the opportunity for the senior to have social interaction, engagement, improve vitality and overall increased wellness. Participants describe the senior program as their home away from home and a reason to get up each morning. These programs aid in helping them with their overall mental health. These services are nutritional, educational, and a key factor in Medera senior's social interactions.

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

The senior services program provided by CDG funding has consistently met program goals and objectives in the 2015 to 2020 timeframe. CDG funding has aided the City in providing tens of thousands of individual interaction with the community's senior citizens be it providing a nutritious meal, an opportunity to dance or exercise, attaining a resource or referral and just gathering place to fellowship and make new friends. Over the past five years, the City has provided a core of essential services such as the meal program, wellness and educational activities. The seniors have experienced new adventures through our excursion and regional trips. The City has always been the source to come to when needing resources and referral to the underserved members of the community. While our congregate meals or senior site programming were conducted during the fiscal FY 2021/2022 due to the ongoing closure of the senior centers impacted by COVID-19 pandemic, staff has strived to continue to keep in touch and make sure seniors have all access to resources. City staff has continued, with wellness calls each week and delivered to their home's monthly wellness baskets.

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

New services will be highlighted in the PCS notebook page, that is updated on a regular basis. Periodic reporting to internal and external CDG program monitors includes documentation of programs and attendance figures.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	5,600
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	250
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input type="radio"/> Yes <input checked="" type="radio"/> 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(k), 529 or 401K plans, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answer to #3 above. Limit your response to the space below.	

AGE	
0-5	
6-12	
13-17	
18-34	
35-54	
55-64	30
65-64	45
65+	175
Total	250

GENDER	
Female	175
Male	75
Total	250

Female-Headed Households	80
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Ethnic Categories*	Clients
Hispanic or Latino	175
Not-Hispanic or Latino	75
Total	250

Racial Categories*	Clients
American Indian or Alaska Native	10
Asian	20
Black or African American	40
Native Hawaiian or Other Pacific Islander	5
White	100
Other	75
Total	250

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for reporting the HUD's 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."
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- **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 "African" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for utility.

1. What was done to receive public input/participation? Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Prior to COVID-19 the City of Macera surveys senior program participants annually and received feedback from participants. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback data. During the site closures, staff made weekly wellness calls to participating seniors.

2. Note complaints that have been received, etc.

No complaints have been received to date.

3. Provide evidence of collaboration with other agencies within the community.

1. Fresno Macera Area Agency on Aging (FMAAA)
2. SIB-SUBP - Jobs for Progress
3. Macera County Health Dept.

<https://www.cityofmacera.com/crm/mas/macera/app2022src.p?pi=C243&prop=15>

5/7

4. Senior Companions
5. Madera Police Department
6. Community Action Partnership of Madera County (CAPMC)
7. Camarena Health
8. Madera Food Bank

F. REFERENCES:

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

SLAT 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: Mei Wang	Title: Program Manager
Company/Agency: Madera County Department: of Social Services	Tel. Number: (559) 661-8364
Email Address: mei.wang@maderacounty.com	

Name: Peggy Mendibles	Title: Sr. Lead Case Manager
Company/Agency: SERS	Tel. Number: (559) 452-0881
Email Address: peggy@socalifornia.org	

Name: Joanna Orta	Title: Health Education Specialist
Company/Agency: Madera County Health Dept.	Tel. Number: (559) 675-7893
Email Address: joanna.orta@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 2x /month

What was the average number of Board members attending meetings last year? 7

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

Minimum: 4 Maximum: 7

Date of Incorporation: 1907

FINANCIAL:

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

Currently, are there no additional funding.

How often are financial records audited, and by whom? yearly

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

If so, for how much? 1,000,000.00

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

none

List any outstanding obligations:

none

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed :			
Salaries	\$50,000		\$50,000
Benefits	\$32,000		\$32,000
Taxes			\$0
Subtotal Personnel	\$112,000	\$0	\$112,000
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$25,000		\$25,000
Equipment	\$10,000		\$10,000
Communications			\$0

<https://www.citydataservices.net/sites/madera/cap2022awc.pl?pt=C243&rcp=15>

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City Data Services - Madara

Meetings & Conventions			\$0
Travel & Transportation			\$0
Training	\$1,500		\$1,500
Consulting			\$0
Evaluation			\$0
Other Lines needed:			
Subtotal Non-Personnel	\$36,500	\$0	\$36,500
Total Personnel & Non-Personnel	\$148,500	\$0	\$148,500
Indirect Costs			\$0
TOTAL	\$148,500	\$0	\$148,500
Proposed # of Persons Served:	250		
Cost per Individual	\$594		

Attachments**(Upload Instructions)**

Check the attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madara.gov at least one day prior to the deadline.

Attachment**Link or Explanation for Missing Attachments**

- ☐ Articles of Incorporation and Bylaws
- ☐ Organization Chart
- ☐ Non-Profit Determination Letters, IRS & State (5013.c)
- ☐ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☐ Client Intake Form
- ☐ Evaluation Document
- ☐ Board Certification
- ☐ Board Roster
- ☐ Other -
- ☐ Other -

Submitted By: Olga Olivia Saucedo Garcia
 Date Signed: 05/26/2022

File(s) submitted: May 26, 2022 - 12:51:12

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Coalition for Community Justice
Name of Project: Madera Youth Leadership Street Art Project	
Street Address/Service Area of Project:	219 S.H St
City: Madera	Zip: 93638
Amount Requested for this Project:	\$27,403
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93638
City: 555 416-7401	Zip:
Grant Administrator:	Title:
Phone:	Email: Madera, CA 93638
SAM Number: System for Award Management (Formerly, CCR) Number	
HEI Number: 219 S. D St.	Federal EIN/TIN Number: 77-0391942
Program/Project Administrator: 219 S.H Street	Title: Madera, CA 93638
Phone:	Email: 219 S. J St.
Type of Entity/Organizational Structure: Non-Profit	
Brief Project Description (50 Words Max): MYLSAP is creative placemaking and at its best connects community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the place they live in and allows youth to exercise transformative agency by reclaiming public space as a forum to take action for positive change.	

CDBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 2000 Census Data Table X.)

The Madera downtown has been in a steady decline since the 60s. The older generation often harkens back to the "good old days" and stay away from the downtown referring to it derogatorily as "Little T-journal". 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 Maderians stay away due to the fear of crime, it is still frequented by new immigrants and farm workers. Public art has the transformative power to build pride in the neighborhoods who are expressing the world-view of community members, where they come from, what they do and how they connect to each other. Art builds community capacity, empowering and fostering civic engagement through creative artistic expression and collective leadership among the low-income, minority and farmworker communities. More specifically, street art has the effect of bridging community values between the young and old. Furthermore, it facilitates youth engagement especially in terms of supporting them in becoming more positively involved with public space and art. In Madera, many teens are isolated – there is little in terms of program activities. This program expands opportunities to the underserved to express their creative and artistic visions of the future of the community that engages, inspires, provokes and lays the groundwork for a more inclusive and replicable City of Madera.

Madera Youth Leadership Street Art Project is creative placemaking and at its best connects community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the place they live in and allows youth to exercise transformative agency by reclaiming public space as a forum to take action for positive change. The proposed project brings art 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 MCC staff, California Rural Legal Assistance, other professionals and experts.

It would provide a youth voice that integrates them into public life while providing a positive, supportive and active engagement in the community. It keeps them grounded and gives them a sense of place. (MYLSAP can provide a new venue for all sorts of visual and cultural art and music and other performance art, where students can freely and openly learn and participate

<https://www.citydataservices.net/files/madera/app2022andup/pt-CMAAprop=13>

1/3

in). At the same time, it navigates 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 on-line engagement.

The project seeks to establish a "public art space" in downtown Madera that will be spearheaded by a cadre of youth. MYLSAP will utilize the downtown area as a canvas as it were where functional services and/or items (e.g., bus shelters, benches, power boxes, garbage receptacles, etc.) in downtown Madera will be targeted to display street art. Ideally, this campaign will be a part of the City's revitalization of its downtown and serve as a beginning effort to create a hub -- a gathering place for youth and citizens from the eastside of town to mingle, shop, eat, transit 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 its 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 values. In that corner, future directions call for networking with the Madera County Arts Council along with Madera Unified School District to initiate an "Art Hub" that invites local youth street artists to contribute their artwork, show and tell, and provide a platform for other youth to learn and compete and offers art classes and activities.

In this past year, MCC initiated an mural wall that was utilized as a "community bulletin board" that displayed different messages and themes that showcased the art work of youth, e.g., Black History Month, Earth Day, etc. The project will continue this format and engage youth from MUSD, Madera High School, Madera Technical School and other charter schools.

The program will be comprised of two core components. The first component (months 1-3) will be the planning process and plan preparation, and the second component (months 4-12) will be the plan implementation. Fifteen to twenty-four youth will be recruited from the local high schools for this year-long project. (It is anticipated that each event will involve an additional 50 youth from the Eastside Madera.) They will meet, biweekly or as frequently as needed. The youth group will be guided by the MCC staff coordinator (who is an artist) to navigate the technical, political, legal and administrative considerations attending to this project. The project will begin with the hiring of a coordinator and student recruitment in the first month. These youth will be educated on a broad range of issues in order to develop a comprehensive plan that is essential to implement the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action research and mapping, assessment. They will also engage in maintenance activities: leadership development, team-building and relationship-building opportunities with adult allies. They will have opportunities to meet with public officials and agency staff. An advisory committee may be established consisting of local stakeholders. In the second part of the program, the youth will begin by mapping community assets and resources, convene forums where they learn and listen to the community regarding goals, perception, problems and possibilities of public art, write letters to editor and collaborate on news story published in local and student 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 impart 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 / artists, 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 trained in the day-to-day responsibility of implementing and running the project under the supervision of the staff coordinator and guided by artist consultants. Finally, youth will have opportunities to visit other mural sites in nearby communities.

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

There is a dearth of youth programs in the City and the need was magnified markedly 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 save for limited instances of school art activities and private classes offered at the Madras Circle Art Gallery. MCC 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 systems that compromise their quality of life, developmental needs and social engagement.

Youth is an underutilized and overlooked resources. Too often, the adult world seeks to do things for them or to do things to them when they misstep. MCC'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 give ay those expressions in ways that are collaborative and constructive to better the community by providing them with leadership development, educational tools and access to network of resources.

Timeline: This program will commence once it is funded which is anticipated to be the beginning of early June and it will continue until June 30th or later until all the funds allocated for financial assistance to households having restrictions on their budgets are exhausted.

Month 1: Recruit and hire staff (coordinator and supervisor); training; establish office procedures; implement programmatic logistics; develop info brochure; 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 (TV, radio and radio bilingual) to outreach to Spanish-speaking families.

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

MYLSAP will complement the activities with Madras County Art Council and MCSO art classes. Separately, it will coordinate its activities with the Tafoya Academy, Juvenile Hall and Pioneer Technical School. The approach is collaboration and not supplanting of existing services.

4. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria include completion of tasks, attainment of goals and compliance with budget outlay.

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

through quarterly activity and budget reports. Review and updates will be provided by MCCJ director to the board monthly.

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** [570.208\(a\)](#):

☒ **LMA-Area Benefit.** [570.208\(a\)\(1\)](#): Area-wide activities benefit ALL residents in a particular area, where at least 50% of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

☐ **LMI-Limited Clientele.** [570.208\(a\)\(2\)](#):

☐ **Limited Clientele.** [570.208\(a\)\(2\)\(i\)](#): Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least 50% of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

☐ **Presumed Benefit.** [570.208\(a\)\(2\)\(ii\)](#): Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Retarded spouse
- ☐ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☐ Migrant farm workers
- ☐ Handicapped individuals
- ☐ Homeless persons
- ☐ Persons with AIDS

☐ **Client Document Review.** [570.208\(a\)\(2\)\(iii\)](#): Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

☐ **Income Certification.** [570.208\(a\)\(2\)\(iv\)](#): Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

☐ **Limited Clientele.** [570.208\(a\)\(3\)](#): An activity that serves to remove physical or architectural barriers to the mobility or accessibility of elderly persons or individuals meeting the definition of "severely disabled."

☐ **Limited Clientele.** [570.208\(a\)\(4\)](#): Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low/mod person).

☐ **Limited Clientele.** [570.208\(a\)\(5\)](#): A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons involved is less than under limited circumstances under 24 CFR [570.208\(a\)\(5\)\(v\)](#), (a), and (b).

☐ **LMI-Housing Activities.** [570.208\(a\)\(6\)](#): An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

☐ **LMI-Jobs Activities.** [570.208\(a\)\(7\)](#): An activity designed to create or retain permanent jobs where at least 50% of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

☐ **Slum and Blight.** [570.208\(b\)](#): Activities that aid in the prevention or elimination of slums or blight. For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

☐ **Urgent Need.** [570.208\(c\)](#): Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

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

Enhance the economic well-being of all citizens through education and training

Enhance the quality and use of the physical infrastructure of Madara.

NYLSAP aligns with the following:

Provide health and wellness activities for youth such as teen activity programs and community-led activities.

Initiate campaign to increase downtown revitalization. Project combines the two objectives to expand opportunities to underserved youth by introducing an intersection of art and civic engagement in planned fashion that brings people together and build relationships in the community. The artistic creativity, expressions and vision in tandem with collaboration are the building blocks to community development and downtown revitalization.

7. How will your program meet its goals in one year?

Staff coordinator will regularly follow the action plan and activities adopted to ensure that all the goals are attained. Board will provide oversight.

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

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific). There are no proposed plans for fund raising at this time. However, if opportunities arise in the future, MCC is committed to pursuing them.

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

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

12. When there is an overflow of clients, how is it determined whom to serve?
The project is designed to be flexible. Every effort will be made to include as many youth as practicable. Those that are part of the core group will nevertheless be encouraged to participate in planned activities.

13. Discuss your program's/project's successes.
MCC has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last two 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. H St.; 5) Black Lives street mural at same address; and 6) "We Are One" mural exhibit currently installed at the Circle Art Gallery (<https://www.youtube.com/watch?v=Pk5v3qweC3u>). See photo attachments of the aforementioned.

14. Discuss your program's/project's past performance (2015 to 2020).
MCC has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last two years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; and 6) "We Are One" mural exhibit currently installed at the Circle Art Gallery (<https://www.youtube.com/watch?v=Pk5v3qweC3u>). See photo attachments of the aforementioned.

Back in 2017-18, MCC sponsored Zocalo Madera, a public art space that hosted monthly events. (Funded by CDBG). Each event was attended by over 100 participants/attendees. Additionally,

one middle school and both high school classes participated. In the Black Lives Matter street mural (2021), the data participation exceeded 50. In its 2021-22, the events (paint parties) averaged over 75 youth each. Residents of the community regularly go by the wall mural that was installed to see the artwork. Street art is very popular in our community but especially the younger population. One local artist recently commented that the corner of 3rd and B St. is the one bright spot in the downtown.

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

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

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	250
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	250
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input checked="" type="radio"/> Yes <input type="radio"/> 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(k)(3) or 401K plans, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answer to #3 above. List your response to the space below	

AGE	
0-5	35
6-12	50
13-17	155
18-34	10
35-54	
55-59	
60-64	
65+	
Total	250

GENDER	
Female	153
Male	100
Total	253

Female-headed Households	50
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Ethnic Categories*	Clients
Hispanic or Latino	180
Not-Hispanic or Latino	70
Total	250

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	10
Black or African American	10
Native Hawaiian or Other Pacific Islander	
White	48
Other	182
Total	250

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changes to Ethnicity and Race categories for recording the 2019 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

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- **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 "African" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Through its youth work over the years beginning in 2001, MHCJ has learned that there is a real demand and attraction by youth to street art. In the art events it has sponsored in the past 5 years, they have all been well attended and youth have overwhelmingly participated in making them a success.

No records kept.

2. Note complaints that have been received, etc.

None.

3. Provide evidence of collaboration with other agencies within the community.

MHCJ has collaborated with the Madera Art Gallery in 2021 that was showcased as 'We Are One!'. It concludes to be in conversation with the council (and by extension the Madera County Art Council) about joint activities. It has so collaborated with the art classes at various schools in the school district.

F. REFERENCES:

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

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

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

Name: Eddie Orta	Title: Director
Company/Agency: Self-Help Housing	Tel. Number: 559-802-1683
Email Address: EddieO@selfhelphousing.org	

Name: Ara Keleşçiar	Title: Principal
Company/Agency: Riparian Community School	Tel. Number: 559-674-0059

Email Address: arankelegian@maderausd.org

Name: Matthe Mendez	Title: Executive Director
Company/Agency: CAPMC	Tel. Number: 555-675-5749
Email Address: mmendez@maderausd.org	

SPONSORING AGENCY MANAGEMENT :**CORPORATION DIRECTORS:**

How often does the Board meet? monthly

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

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

Minimum: 3 Maximum: 14

Date of Incorporation: 1994

FINANCIAL:

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

N/A.

How often are financial records audited, and by whom? biennially

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

If so, for how much?

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

None.

List any outstanding obligations:

None.

Budget Line Item	Madrona	Other Funding	Program Total
Personnel Lines needed: 1			
Coordinator	\$17,160	\$0	\$17,160
Benefits	\$1,565	\$0	\$1,565
Taxes	\$980	\$0	\$980
Subtotal Personnel	\$19,705	\$0	\$19,705
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$1,775	\$0	\$1,775
Equipment			\$0
Communications	\$420	\$0	\$420
Meetings & Conferences	\$1,200	\$0	\$1,200
Travel & Transportation	\$900	\$0	\$900
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed:			
Subtotal Non-Personnel	\$4,295	\$0	\$4,295
Total Personnel & Non-Personnel	\$24,000	\$0	\$24,000
Indirect Costs	\$3,400	\$0	\$3,400
TOTAL	\$27,400	\$0	\$27,400
Proposed # of Persons Served:	250		
Cost per Individual:	\$110		

Attachments**(Upload Instructions)**

Checked attachments below are **REQUIRED** in order to submit your application, and your application **WILL NOT** be able to be submitted without missing required attachments! Please take this into consideration when checking your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or marcela@maderausd.org at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
☒ Organization Chart

Link or Explanation for Missing Attachments

[attachment.pdf](#)
[org_chart.pdf](#)

<https://www.citydataservices.net/Utilities/madrona.asp?222&ncp=7&pt=C242&ncp=13>

8-9

5/7/22, 4:24 PM

- ☒ Non-Profit Determination Letters, IRS & State (5013c)
- ☒ Most Recent Financial Statements
- ☒ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☒ Client Intake Form
- ☐ Evaluation Document
- ☒ Board Certification
- ☒ Board Roster
- ☒ Income Certification Form
- ☒ Other -
- ☐ Other -

Submitted By: Baldwin Xuy
Date Signed: 05/25/2022

City Data Services - Madera

[ira_501c3.pdf](#)
[2022-budget.pdf](#)
[audit000101.pdf](#)

Program intake policy to be developed

[MVL_Application.docx](#)

N/A

[MCCJ_Board_Cert_5-25-22_CDBG_Application_for_City_0332_001.pdf](#)

[Board of Directors List 2022.docx](#)

[2022incomeguideline.pdf](#)

Printed on: May 25, 2022 - 10:36:32

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 TUPAKIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: MAY 30 1996

MADERA COALITION FOR COMMUNITY
JUSTICE
P.O. BOX 917
MADERA, CA 93639

Employer Identification Number:
77-0391942
Case Number:
955063145
Contact Person:
JOSEPH FAN
Contact Telephone Number:
(818) 441-6841
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
August 31, 1994
Advance Ruling Period Ends:
June 30, 1999
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4540.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

MADDERA COALITION FOR COMMUNITY

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable

Letter 1045 (EO/CS)

MAJRA COALITION FOR COMMUNITY

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.


Letter 1045 (CC/CG)

-4-

MADERA COALITION FOR COMMUNITY

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Richard R. Orosco
District Director

Enclosure(s):
Form 872-C

Letter 1045 (EO/CG)

July 1, 2021 through March 31, 2022

Ordinary Income/Expense		Jul 1, '21 - Mar 31, 22
Income		
070 - Grants		1,226,278.77
Total Income		1,226,278.77
Gross Profit		1,226,278.77
Expense		
350.59 - Office expenses CCHP		12,565.00
350.51 - Office expenses VEC program		90.00
350.68 - Upr Holiday Relief		2,500.00
350.67 - Office expenses Focus Qpo UN		344.41
350.53 - GRALL program		1,281.46
117 - Salary-Grant writer		47,750.00
350.14 - Office Exp CDBG-14		5,825.00
000 - VOID		0.00
100 - Payroll		143,602.28
131 - Salary-Parent Leaders Program		2,735.50
132 - Salary - Comm Educator		5,956.50
105 - Salary-Office Manager		2,200.00
116 - Salary Food Share Pick Up		6,008.75
150 - Benefits		3,726.72
52 - Payroll Taxes		17,634.50
208 - Insurance		2,522.25
258 - Communications		1,679.18
350 - Office Expense		42,235.13
353 - Payroll Fee		1,135.76
400 - Rent		39,069.72
402 - Utilities		43,407.50
550 - Travel		3,464.58
700 - Contractors		668,923.92
760 - Food		18,565.84
971 - Licenses and Permits		100.00
Total Expense		1,127,947.95
Net Ordinary Income		98,330.84
Net Income		98,330.84



MADERA COALITION *for* COMMUNITY JUSTICE

If you want peace, work for justice

Madera Youth Leaders

Applicant Information

Full
Name:

	<i>Last</i>	<i>First</i>	<i>M.I.</i>	<i>D.O. B</i>
--	-------------	--------------	-------------	---------------

Contact Info

Primary Phone #		Gender:	Female
Secondary Phone #			Male

<i>Email</i>	<i>School Attending</i>	<i>Grade Level</i>
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Are you currently receiving or eligible to receive the free school lunch program?	Yes	No
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Address:

	<i>Street Address</i>	<i>Apartment/Unit #</i>
--	-----------------------	-------------------------

	<i>City</i>	<i>State</i>	<i>ZIP Code</i>
--	-------------	--------------	-----------------

Preferred way to contact you (select best option)

Cell Phone	Home Phone	E-Mail	Call	Text
------------	------------	--------	------	------

Emergency Contact		Phone #	
		Relationship	

Household Information



MADERA COALITION for COMMUNITY JUSTICE
If you want peace, work for justice

Mother's
Full
Name:

	<i>Last</i>	<i>First</i>	<i>M.I.</i>	Mother's Education
--	-------------	--------------	-------------	--------------------

Father's
Full
Name:

	<i>Last</i>	<i>First</i>	<i>M.I.</i>	Father's Education
--	-------------	--------------	-------------	--------------------

Family Monthly or Yearly income (please indicate which)	\$
Family size	

Family Type (select the one that best applies)	
Two Parent home (including step-parents)	
Living with Relative	
Single Mother, responsible for the care of dependent children	
Single Father, responsible for the care of dependent children	
Foster Care	
Other	

When asked to describe your race or ethnicity, how do you identify yourself?

Are you or any member of your family part of an indigenous group? If so, which tribe?

Do any members of your family speak a language other than Spanish? If so, what language?

Applicant's Interests



MADERA COALITION *for* COMMUNITY JUSTICE

If you want peace, work for justice

Please answer the following questions with as much detail as possible. If you need more space feel free to write on the back of the page.

What are you passionate about and why?

Why are you interested in joining Madera Youth Leaders?

If you could change anything in Madera, what would you change?

What subject do you enjoy the most in school and why?

What career path do you plan to follow after high school/college?

What issues are you interested in? Select all that apply

Gang Prevention Teen Pregnancy Prevention Air Quality Food Disparity

Community Organizing College Preparation Community Engagement

Cultural Traditions Health/Nutrition Relationship Building Bullying

Objectives and Responsibilities



MADERA COALITION *for* COMMUNITY JUSTICE

If you want peace, work for justice

MYL is a group of youth from Madera joined by a common desire to see change within our community. In order to create effective change, we must work together as an effective team. What can you expect? MYL prides itself on being a fun educational hands-on experience where you can build up your strengths and weaknesses. Activities range from art projects to college preparation; you'll be able to build your resume while making a difference in your community.

Members of MYL have agreed that treating everyone with respect is the best way to strengthen our group and the work that we do. We have come up with four basic rules to help guide our meetings and outline simple ways we can treat each other with respect.

Only one person speaking at a time If someone is speaking, please be respectful and do not talk over them. Everyone will get the opportunity to have their voice heard.

No cell phone during meetings – turn off or silence your phone before meetings. If you need to talk a cell please step out to the next room.

Everyone should arrive on time – It is important to be punctual so we respect everyone's time.

Attending meetings is a requirement Attending meetings is a way to show your commitment to the group and your willingness to be involved. Attending and participating in the meetings is an important way to build relationships and get to know your peers.

MYL is a youth-led group; rules and procedures are subject to change by group consensus. The above serves as an outline to guide our group in effective collaborative work. The youth development coordinator may make any changes they deem necessary.

By signing this application, I have read and understood the commitments of the group and will meet all requirements if accepted to Madera Youth Leaders

Youth's Printed Full Name :

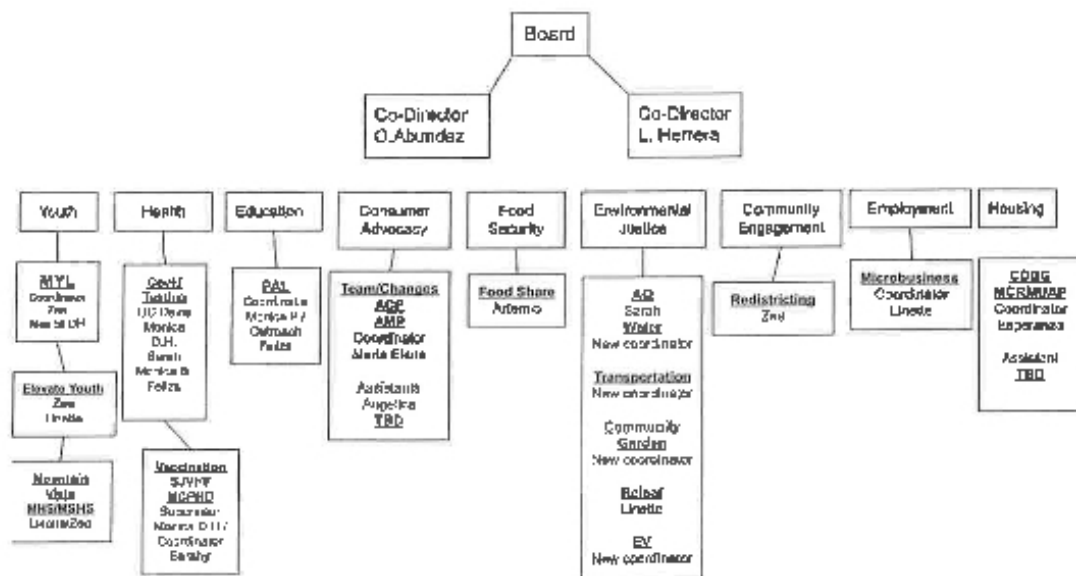
Youth's Signature :

Date

Parent's Printed Full Name :

Parent's Signature :

Date





Madera Coalition

817

for Community

Street

Justice

Madera, CA 93638

Phone: (559) 667-1879

www.maderacoalition.org

Fax: (559) 416-7401

maderacoalition@yahoo.com

P.O. Box

219 870

Board

of Directors

2022

President: Lilia Alaniz

Director: Lourdes Herrera

Vice-President: Raquel Rodarte

Celia Rodriguez

Secretary: Sue Kern

Treasurer: Omar Javid

Co-

NAME	ADDRESS	PHONE #	YEAR ON BOARD/SINCE	OCCUPATION
Sue Kern	P.O. Box 580 North Fork, CA 93643	(559) 877-5800 H (559) 457 7132 W (559) 349 3777 C	30 years Has served since 1992	Lawyer
Raquel Rodarte	10784 Juanita Dr Madera, CA 93636	(559) 673-2661 H (559) 908 8447 C	25 years Has served since 1997	Retired Teacher
Laura Hadjis	P.O. Box 1283 Madera, CA 93638	(559) 673-7037 H (559) 974 4212 C	16 years Has served since 2006	Retired Migrant Counselor
Lilia Alaniz	27137 Parkwood Ave Madera, CA 93637	(559) 363-3730 C	9 years Has served since 2013	Instructional Assistance
Estevan Gutierrez	1808 Sundance Ln Madera, CA 93637	(559) 397-1023 C	4 years Has served since 2018	Program Coordinator DHF
Ana Rodriguez	126 N B Street Madera, CA 93638	(559) 416 9937 C (559) 674-5671 W	4 years Has served since 2018	Office Assistance
Cyuki Orea	710 S I Street Madera, CA 93637	(559) 718-6333 C	4 years Has served since 2018	Medical Consultant
Omar Javid	17149 Road 400 Madera, CA 93636	(559) 706-0808	1 1/2 years Has served since 2020	Financial Assessor
Regina Mc Allister	1408 Wrenwood Way Madera, CA 93638	(559) 674-0128 H	14 years Has served since 2008	Nurse

--	--	--	--	--

Ministry-Gloria Medina
Legal Counsel-Baldwin Moy

P.O. Box 1115, Madera, CA 93638 (559) 279-9014
 Calif. Rural Legal Assistance 126 N R St, Madera, CA 93638 (559) 674-5671

2022 Income Guidelines

Family Size	125%		200%	
	Monthly	Annual	Monthly	Annual
1	1,416	16,988	2,265	27,180
2	1,907	22,888	3,052	36,620
3	2,399	28,788	3,838	46,060
4	2,891	34,688	4,625	55,500
5	3,382	40,588	5,412	64,940
6	3,874	46,488	6,198	74,380
7	4,366	52,388	6,985	83,820
8	4,857	58,288	7,772	93,260

COBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Coalition for Community Justice
Name of Project: Madera Rental Assistance Project (MRAP)	
Street Address/Service Area of Project:	219 S D St
City: Madera	Zip: 93638
Amount Requested for this Project:	\$86,825
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93638
City: 559-416-7401	Zip:
Grant Administrator: Baldwin Mow	Title: Grant manager
Phone:	Email: Madera, CA 93638
SAM Number: System for Award Management (Formerly CCR) Number	
OET Number: 219 S D St	Federal EIN/TIN Number: 77-0591942
Program/Project Administrator: 219 S D Street	Title: Madera, CA 93638
Phone: 559-674-3389	Email: 219 S D St
Type of Entity/Organizational Structure	Non-Profit
Brief Project Description (50 Words Max): In the aftermath of the pandemic moratorium and the expiration of the State's Housing is Key, many families are facing eviction due to nonpayment of rent. The simple fact is that their income is not keeping pace with the spiraling cost of living. MRAP will help stem the increase in eviction and homelessness by aiding them over during periods of hardship.	

COBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 2000 Census Data Table X.) There is nothing more devastating to a family than being homeless because it disrupts every aspect of the day-to-day lives of family members. Likewise, there is nothing more devastating 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 serious health building up long before the actual eviction causing an increase in domestic violence, child abuse, drug and alcohol abuse which take a frightful toll on families. As such, it is the most pressing emergency need in Madera even more so than food security. The featured headline of the May 2, 2022 edition of the Fresno read: Fresno tops CA's US apartment rent-to-month rise in apartment rents! The same can be said about Madera by extension since it's just across the river and both housing markets are inextricably intertwined.

The need for affordable housing has been documented in the local jurisdiction's housing plan and HUD Council dated Plan for multiple decades. This is also reflected in Madera County and Community'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 crisis proportions with the advent of COVID. Even though the threat of COVID has receded, the specter of rising homelessness continues as existential threat notwithstanding the fact that the federal CARES Act II & III helped stave off massive evictions by providing a temporary reprieve. In the past six months the landlords have launched a financial assault against AB 1482's rent cap by circumventing the law. Thus, once again, we are witnessing more and more tenants struggling with rent payment simply because their wages have not kept up with the ever increasing cost of living. As a consequence, many families are teetering on the brink of homelessness, experiencing transitory homelessness, overcrowding and/or overpaying for housing. Moreover, since the beginning of 2022, there have been a deluge of evictions. The need for rental assistance in the City of Madera is a vast understatement.

Overarching goal of Madera Rental Assistance Program (MRAP) is to keep families facing loss of housing housed whether by keeping them in their current housing and failing that, putting them in new housing. In that connection, a secondary goal ensuring that their utilities are uninterrupted. Programs rules will be put in place and implemented to ensure that the funds are conserved, safeguarded and judiciously managed in order to maximize the number of families assisted.

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

The Madera County Rental, Mortgage and Utility Assistance Program was launched by the county this past June to help renters and homeowners to help them with their housing and utility payments. The program is open to all county residents up to 140% of average median income. Both MCC and CAPMC hold contracts with the County to assist in qualifying applicants and disbursing the funds. The funding comes from the American Rescue Plan Act. Due to the more lenient and generous rules of the program, it is anticipated that funds would be exhausted well before the end of the program.

CAPMC and CVOC receive money from other sources that they use to assist tenants unable to pay rent. However, the amount is approximately \$200 and in the case of the latter, only tripartite 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 tenants are not receiving cash assistance or eligible due to legal status. More importantly, this fact is provided after the fact and not to keep families from losing their housing in the first instance. The fact of the matter is that it is near impossible to find new housing once evicted notwithstanding availability of first month's rent and deposit.

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

It will supplement existing services.

To the extent that MCC will be assisting families unable to pay rent, mortgage and/or utilities in the forthcoming fiscal year, the proposed Madera Rental Assistance Program will seamlessly merge in tandem with the existing programs. These programs are a one-time per year only. (For working families living on the margins, a lot can happen in 12 months. It's predictable that they will encounter financial hardships.) MRAP affords MCC the flexibility to assist tenant families by resorting to yet another resource. Additionally, MCC operates PG&E's Reach program and California Public Utility Commission's TEAM program. The former is a utility payment assistance program and the latter a utility bill dispute. Further, staff will refer home-owners who are behind in mortgage payments to California Rural Legal Assistance that assist in loan modifications. Still further, as it did previously, MRAP will be able to continue counseling tenant families about employee sick pay due to COVID (SB 114), other rights and various income replacement opportunities making it a holistic program, i.e., one-stop shop. MRAP will do the following:

- Assist families facing eviction due to nonpayment of rent which are not COVID related; Amounts will vary between \$500 to \$1,500.
- 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 request and amount of assistance provided. 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 field liaisons to refer clients in need. Staff also utilizes local media (e.g., Madera Tribune, Radio Bilingue, Univision, etc.) as well.
- Services will be provided during business hours on a daily basis from MCC'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., HUD, SMI paid or unpaid leave (California Paid Sick Days, Family Medical Leave Act & California Family Rights Act); private and government relief funds; housing rent deferral; and mortgage forbearance programs and moratorium 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 \$2,000 per household. Allowable maximum is \$3,000.

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 \$1500.
 - 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. (WCCJ reserves the right to allow for hardship exceptions on case-by-case basis.)
 - Financial assistance allowed 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 precedes July 1, 2022.
- Any retrospective application of financial assistance awarded on or prior to July 1, 2022 is not allowed. (MCLJ 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 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 retaining housed or finding new housing if assistance is provided.
8. Imminent 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 of 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 shut-offs are exhausted.

Month 1: Recruit and hire staff (coordinator and supervisory training, establish office procedures, implement programmatic logistics, develop job 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 (Television and Radio Bilingual) to outreach to Spanish-speaking families.

4. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. Evaluation will measure program outcomes and process. Program effectiveness will be determined by comparing accomplishments to the stated objectives and activities that will be set forth in an action plan. Important criteria for successful 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 a tally sheet review by program manager and provided to the City upon request for purposes of ongoing monitoring of program.

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** 670.208(a)

☒ **LMA-Area Benefit.** 670.208(a)(1); Area-wide activities herein. All residents in a particular area, where at

Least of the people are low and moderate income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod. income percentage. [Click Here](#) to verify Census Tracts and Block Groups for HUD's LMA Service Area Map

LMC-Limited Clientele. 570.208(a)(2)

Limited Clientele. 570.208(a)(2)(i) Activities benefit low and moderate income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

Presumed Benefit. 570.208(a)(2)(ii) Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☐ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☐ Migrant farm workers
- ☐ Handicapped individuals
- ☐ Homeless persons
- ☐ Persons with AIDS

Client Document Review. 570.208(a)(2)(iii) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

Income Certification. 570.208(a)(2)(iv) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "income" form.

Limited Clientele. 570.208(a)(2)(v) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

Limited Clientele. 570.208(a)(2)(vi) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low/mod. person).

Limited Clientele. 570.208(a)(2)(vii) A job training and placement and/or other employment support services activity, including but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low and moderate income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(v), (a) and (b).

LMH-Housing Activities. 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

LMI-Jobs Activities. 570.208(a)(4) An activity designed to create or regain permanent jobs where at least of which computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

Slum and Blight. 570.208(a)(5) Activities that aid in the prevention or elimination of slums or blight. For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

Urgent Need. 570.208(a)(6) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

4. Which measurable objectives does your program need?

Low to moderate-income citizens will have access to safe, decent, and affordable housing

Prevent and reduce homelessness.

7. How will your program meet its goals in one year?

Given the modest amount that is requested in the face of the high demand, it is anticipated that the funds will be quickly exhausted. The program will continue to operate to assist other tenants facing eviction by counseling and making referrals to other resources. There are no other resources.

Staff coordinator will vigilantly follow the action plan and activities adapted to ensure that all the goals are attained. Board will provide oversight.

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

N/A

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific). There are no proposed plans for fund raising at this time. However, if opportunities arise in the future, MCCJ is committed to pursuing them.

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

The pandemic really tamped things down in terms of face-to-face meetings. It has received comments from its constituent families in its parent leadership classes, preschool, and other service programs. While it did not initiate a formal survey, through its many different projects of different sizes and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been more 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 shut-off cascading in the months ahead has been a real pressing concern.

There were no records maintained that documented this need.

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

N/A

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

Every client will be interviewed. If they are not eligible or otherwise not receiving a grant, they will still receive counseling and referrals made where appropriate to other services and resources.

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

MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"); 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timer's Day in the park; 4) wall mural at 176 N. E St.; 5) Black Lives street mural at same address; and 6) "We Are One" mural exhibit currently installed at the Circle Art Gallery (<https://www.youtube.com/watch?v=Fk3vSqetXo0>). See photo attachments of the aforementioned.

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

MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"); 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timer's Day in the park; 4) wall mural at 176 N. E St.; 5) Black Lives street mural at same address; and 6) "We Are One" mural exhibit currently installed at the Circle Art Gallery (<https://www.youtube.com/watch?v=Fk3vSqetXo0>). See photo attachments of the aforementioned.

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

Records will be kept of all participants and running summary of activities/services under, above.

CLIENT POPULATION

<https://www.citydataservices.net/cities/madera/sup2022/cupl?pc=C241&pn=12>

531

Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."

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

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.
What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Back in 2017-18, MCC sponsored Zocalo Madera, a public art space that hosted monthly events. Each event was attended by over 100 participants/attendees. Additionally, one middle school and both high school classes participated. In its Black Lives Matter street mural (2021), the total participation exceeded 150. In its 2021-22, the events (paint parties) averaged over 75 youth each. Residents of the community regularly go by the wall mural that was installed to see the artwork. Street art is very popular intergenerationally but especially the younger population. One local official recently commented that the corner of 5th and B St. is the one bright spot in the downtown.

No official records maintained.

2. Note complaints that have been received, etc.
None.

3. Provide evidence of collaboration with other agencies within the community.

In the past 30 years, MCC has collaborated, cooperated and coordinated activities with local government agencies, community organizations and the faith community. More specifically, as it relates to this project, it regularly work with CAPMC, CYOC, Madera Housing Authority, Camarena Health Center, MCSO, MCPID, MCSOS, St. Joachim Church and local businesses.

F. REFERENCES:

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

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

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

Name: Eddie Ocasio	Title: Director
Company/Agency: Self-Help Housing	Tel. Number: 559-822-1888
Email Address: Eddie.H@selfhelpenterprises.org	

Name: Ana Kravjan	Title: Principal
Company/Agency: Riponstar Community School	Tel. Number: 559-674-0059
Email Address: ana.kravjan@maderacsd.org	

Name: Mattie Mendez	Title: Executive Director
Company/Agency: Community Action Partnership Madera County	Tel. Number: 559-675-5749
Email Address: mmendez@caspcap.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? monthly

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

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

Minimum: 4 Maximum: 12

Date of Incorporation: 1994

FINANCIAL:

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

N/A.

How often are financial records audited, and by whom? biennially

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

If so, for how much?

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

None.

List any outstanding obligations:

None.

Budgeted Line Item	Madera	Other Funding	Program Total
Personnel Lines needed:			
Board member	\$22,880	\$0	\$22,880
Benefits	\$1,610	\$0	\$1,610
Taxes	\$1,015	\$0	\$1,015
Subtotal Personnel	\$25,505	\$0	\$25,505
Non-Personnel			
Move-In Assistance	\$0		\$0
Supplies & Materials	\$200	\$0	\$200
Equipment			\$0
Communications	\$420	\$0	\$420
Meetings & Conferences	\$0	\$0	\$0
Travel & Transportation	\$300	\$0	\$300
Training			\$0
Consulting			\$0
Perman. Emp.			\$0
Other Lines needed:			
Rental Assistance grants	\$55,000		\$55,000
Subtotal Non-Personnel	\$55,920	\$0	\$55,920
Total Personnel & Non-Personnel	\$81,425	\$0	\$81,425
Indirect Costs	\$5,400	\$0	\$5,400
TOTAL	\$86,825	\$0	\$86,825
Proposed # of Persons Served	250		
Cost per Individual	\$347		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application **WILL NOT** be able to be submitted without the required attachments! Please take this in consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or czuniga@madera.gov at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
- ☒ Organization Chart
- ☒ Non-Profit Determination Letters, IRS & State (5013c)
- ☒ Most Recent Financial Statements
- ☒ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☒ Client Intake Form
- ☐ Evaluation Document
- ☒ Board Certification
- ☒ Board Roster
- ☒ Income Certification Form

Link or Explanation for Missing Attachments

[articlesincorporation](#)

[org_chart_3.pdf](#)

[irs_501c3.pdf](#)

[2022budget.pdf](#)

[auditreport.pdf](#)

Each project develops its own Intake form

[File Checklist 3.7.22-mg.docx](#)

N/A

[MCCJ Board Cert 5-25-22 CD&G Application for City 0332 001.pdf](#)

[Form of Director Use 2022.docx](#)

[2022incomeguideline.pdf](#)

<https://www.cityofmadera.gov/net59/madera/app2022arc.php?c=18&prop=12>

849

6/7/22, 4:24 PM

City Data Services - Madara

☒ Oliver -
☐ Oliver -

Submitted By:

Haldwin May

Date Signed

05/25/2022

City of San Antonio - May 25, 2022 - 11:12:12

<https://www.cityofsanantonio.com/citydata/services/madara/app/2022/crop?mpt=C2-1&crop=12>

9/19

1912195

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

MADERA COALITION FOR COMMUNITY JUSTICE

ARTICLES OF INCORPORATION

AUG 31 1994

TOMMY MILLER, Acting Secretary of State

I

The name of this corporation is MADERA COALITION FOR COMMUNITY JUSTICE.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

B. The primary objectives and purpose of this corporation are to educate and assist low-income residents of Madera County in working together to obtain appropriate and sufficient food, clothing, shelter, health care, educational and employment opportunities, and other fundamental needs.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

SUC KORN
Rural Route, Mammoth Pool Road
North Fork, California 93643

IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

10-10-2021

Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation, which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

VI

The name of the existing unincorporated association now being incorporated by the filing of these articles, is Madera Coalition for Community Justice.

Amy R. Levine
Amy R. Levine, Sole Incorporator

DECLARATION

Martha Moreno and Maria Jimenez declare under penalty of perjury that they are the president and secretary, respectively of the unincorporated association referred to in the Articles of Incorporation to which this declaration is attached, and that said association has duly authorized its incorporation by means of such articles.

Dated: 7-14-94

Martha Moreno
Martha Moreno, President

Dated: 7-14-94

Maria H. Jimenez
Maria Jimenez, Secretary

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 JUPANIA CIRCLE
MONTEREY PARK, CA 91753-7435

DEPARTMENT OF THE TREASURY

Date: MAY 30 1998

MADRENA COALITION FOR COMMUNITY
JUSTICE
P.O. BOX 817
MADERA, CA 93639

Employer Identification Number:
77-0391942
Case Number:
955065145
Contact Person:
JOSEPH FAY
Contact Telephone Number:
(818) 441-6841
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
August 31, 1994
Advance Ruling Period Ends:
June 30, 1999
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (06/07)

MADARA COALITION FOR COMMUNITY

will no longer treat you as a publicly supported organization. grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 43 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 164, gives guidelines regarding what taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable

Letter 1045 (IC/CS)

MADIRA COALITION FOR COMMUNITY

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 513 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 55-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

Letter 1043 (00/CC)

-4-

MADERA COALITION FOR COMMUNITY

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Richard R. Grosco
District Director

Enclosure(s):
Form 872-C

Letter 1048 (20/00)

July 1, 2021 through March 9, 2022

		Jul 1, '21 - Mar 9, '22
Ordinary income/Expense		
Income		
070 - Grants		1,228,278.77
Total Income		1,228,278.77
Gross Profit		1,228,278.77
Expense		
350.69 - Office expenses CCHP		12,865.00
350.53 - Office expenses VEC program		90.00
350.88 - UW Holiday Relief		2,500.00
350.87 - Office expenses Focus Epw UW		348.41
558.59 - ORALE program		1,261.46
117 - Salary-Grant writer		41,750.00
350.14 - Office Exp CDBG-14		5,825.00
000 - VOID		0.00
100 - Payroll		188,802.28
101 - Salary- Parent Leaders Program		2,735.50
102 - Salary - Comm Educator		5,988.50
105 - Salary-Office Manager		2,200.00
116 - Salary Food Share Pick Up		6,008.75
150 - Benefits		3,726.72
152 - Payroll Taxes		17,594.50
208 - Insurance		2,582.25
258 - Communications		1,670.18
350 - Office Expense		42,235.13
353 - Payroll Fees		1,135.76
400 - Rent		39,059.72
402 - Utilities		43,407.40
650 - Travel		3,404.58
700 - Contractors		588,923.92
760 - Food		18,565.84
671 - Licenses and Permits		100.00
Total Expense		1,127,947.93
Net Ordinary Income		98,330.84
Net Income		98,330.84

Applicant File Maintenance Checklist



The following documents must be secured for eligibility. Check off and date when documents are added to the file.

Side 1: This side consists of important documentation to ensure eligibility to the program.

- ☐ Applicant File Maintenance System
- ☐ Client Prescreen/Intake
- ☐ Rental / Mortgage Assistance Application
- ☐ Guidelines for Eligibility / Income Chart
- ☐ 3-Day Notice/ Late Notice
- ☐ Lease Agreement / Mortgage Statement/Utility Bill
- ☐ Form W-9 from landlord (rental only)

Verified By:	Date:

Side 2: This side consists of file activity log and other applicant's documents.

- ☐ File Activity Log
- ☐ Applicant's Identification Card
- ☐ Applicant's Social Security Card (if applicable)
- ☐ Income Verification
- ☐ W 2/Tax forms
- ☐ Copy of Check Request Submitted

Verified By:	Date:

Side 3: This side consists of District & assistance verification documents.

- ☐ Determination of District
- ☐ Assistance Verification

Verified By:	Date:

Side 4: This side consists of any additional documentation needed.

- ☐ Client Tracker Form
- ☐ Data Entry Form
- ☐ Other: _____

Verified By:	Date:

Last Updated: 2/15/2022

RESOLUTION/CERTIFICATION:

We, the Board of Directors of MCCJ do hereby resolve that on 5/25, 2022, 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, 2022

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



Madera Coalition

817

for Community

Street

Justice

Madera, CA 93638

Phone: (559) 661-1879

www.maderacoj.org

Fax: (559) 416-7401

maderacoj@yahoo.com

P.O. Box

219 8 0

Board

of Directors

2022

President: Lilia Alaniz

Director: Lourdes Herrera

Vice-President: Raquel Rodarte

Ofelia Aburdez

Secretary: Sue Kern

Treasurer: Omar Javala

Co-

NAME	ADDRESS	PHONE #	YEAR ON BOARD/SINCE	OCCUPATION
Sue Kern	P.O. Box 580 North Fork, CA 93643	(559) 877-5800 H (559) 457-2132 W (559) 349-3777 C	30 years Has served since 1992	Lawyer
Raquel Rodarte	10784 Juanita Dr Madera, CA 93636	(559) 674-7661 H (559) 903-8447 C	25 years Has served since 1997	Retired Teacher
Laura Fadjis	P.O. Box 1283 Madera, CA 93639	(559) 674-2037 H (559) 971-4212 C	16 years Has served since 2006	Retired Migrant Counsel
Lilia Alaniz	27137 Parkwood Ave Madera, CA 93637	(559) 363-8730 C	9 years Has served since 2013	Instructional Assistance
Estevan Gutierrez	1808 Sundance Ln Madera, CA 93637	(559) 392-2023 C	4 years Has served since 2018	Program Coordinator DHF
Ana Rodriguez	126 N B Street Madera, CA 93638	(559) 416-9937 C (559) 674-5671 W	4 years Has served since 2018	Office Assistant
Oyuki Orea	710 S I Street Madera, CA 93637	(559) 718-6335 C	4 years Has served since 2018	Medical Consultant
Omar Javala	17149 Road 400 Madera, CA 93636	(559) 706-0808	1 1/2 years Has served since 2020	Financial Assessor
Regina Mc Allister	1408 Wrenwood Way Madera, CA 93638	(559) 674-0128 H	14 years Has served since 2008	Nurse

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Honorary-Gloria Medina
 Legal Counsel-Baldwin Moy

P.O. Box 1115, Madera, CA 93638 (559) 279-9014
 Calif. Rural Legal Assistance 126 N B St, Madera, CA 93638 (559) 674-5671

RESOLUTION/CERTIFICATION:

We, the Board of Directors of MCCJ do hereby resolve that on 5/25, 2022, 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, 2022

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 FERRERA
Executive Director

2022 Income Guidelines

Family Size	125%		200%	
	Monthly	Annual	Monthly	Annual
1	1,416	16,988	2,265	27,180
2	1,907	22,888	3,052	36,620
3	2,399	28,788	3,838	46,060
4	2,891	34,688	4,625	55,500
5	3,382	40,588	5,412	64,940
6	3,874	46,488	6,198	74,380
7	4,366	52,388	6,985	83,820
8	4,857	58,288	7,772	93,260

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Community Action Partnership of MC
Name of Project: Fresno Madera Continuum of Care	
Street Address/Service Area of Project:	1225 Goli Avenue
City: Madera	Zip: 93637
Amount Requested for this Project:	\$20,000
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address	1225 Goli Avenue
City: Madera	Zip: 93637
Grant Administrator: Mattie Mendez	Title: Executive Director
Phone: 559-675-3749	Email: mmendez@madracap.org
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: V9D5YQWVFA4	Federal EIN/TIN Number: 94-1612823
Program/Project Administrator: Ana Ibarra	Title: Community Services Program Manager
Phone: 559-675-5747	Email: aibarra@madracap.org
Type of Entity/Organizational Structure: Non-Profit	
Brief Project Description (50 Words Max): Funding for this project will pay for personnel cost for two members of CAPMC staff to participate on the FMCoC meetings. The FMCoC works collaboratively to reduce homelessness in Fresno and Madera Counties. Because of CDBG funding grants, CAPMC has remained an active participant on the FMCoC Board by attending meetings, and serving FMCoC committees.	

CDBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe the community need or problem to be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.) Although Madera County does not have the large number of homeless population as do the larger cities, housing solutions continue to be limited. Continuums of Care (CoCs) are required to conduct a Point in Time (PIT) count of people experiencing homelessness at least every other year (www.hud.gov). This year, the Point in Time Count was conducted during the week of February 22-24, 2022. The official numbers have not been released yet, but CAPMC is sure that they won't be much different than the previous years.

According to worldpopulationreview.com, California continues to have the highest population of all the states with 151,278. The top four causes of homelessness, in order, are lack of affordable housing, unemployment, poverty and low wages according to worldpopulationreview.com.

The biggest challenge to Madera County with addressing its homelessness issue continues to be the lack of affordable housing. Madera County recently had two housing projects open up for Madera residents and those were filled within 30-60 days, leaving many to be placed on a wait list, which is now a few years out for the two newest apartment complexes. Addressing homelessness requires region-wide coordination and collaboration to help find lasting solutions. Being a member of the Fresno-Madera Continuum of Care helps to accomplish this. This has opened the doors for CAPMC to bring additional dollars to Madera to help address the homeless population.

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

The community resources available to homeless individuals and families in Madera County are limited and at times cannot meet the needs of the homeless population. Madera Rescue Mission (MRM) offers emergency food and shelter for the homeless as well as a new respite center with 6 beds for those exiting the hospital/clinics and still need minimal assistance and

do not have a place to recover. MRM can house up to 40 men and has 10 beds to serve women and children. The Victory Outreach Program offers a faith-based transitional program that can serve 10 men but sometimes they choose not to utilize the program due to the faith-based requirement. Community Action Partnership of Madera County (CAPMC) offers five housing programs that serve men, women, children and domestic violence victims. The Martha Diaz shelter has four emergency shelter units that can serve up to 18 domestic violence victims, which many times are at risk of becoming homeless. Victim Services operates a transitional housing program for victims of domestic violence that has two units, which can house two families year-round. The Shunammite Place offers permanent supportive housing for 37 chronically homeless individuals with disabilities.

CAPMC also has a rapid rehousing program that can help pay for up to 18 months for rent homeless individuals and families who need help getting re-established in housing. Turning Point operates Serenity Village, a permanent supportive housing program for chronically homeless men located in Oakhurst and has the capacity to house 7 individuals. CAPMC received additional funding to shelter vulnerable homeless individuals in hotel rooms when the MRM is at capacity. CAPMC's Homeless Engagement for Living Program (HELIP) Center serves as a one-stop shop to help individuals and families who are homeless or are in jeopardy of becoming homeless. For those who call the center will receive help in getting connected to community resources including housing. Depending on the need of each client, the housing solutions that are offered are Emergency Shelter, Rapid Re-Housing, and Permanent Supportive Housing.

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

The FVCO utilizes the Homeless Management Information Systems (HMIS) 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 FVCO, CAPMC follows these guidelines when assisting homeless clients. This systematic approach to serving the homeless supplements the efforts to assist while also insuring that there is not a duplication of services. A Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) which is a survey administered both to individuals and families to determine the risk and prioritization when providing assistance to homeless and at-risk of homelessness.

4. Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. Measurable goals and objectives are listed on the next page along with a statement of how CAPMC will track progress.

a. Mark the box below that indicates the national objective met:

☒ Activities Benefiting Low and Moderate-Income Persons, 570.208(a)

- ☐ LMA-Area Benefit, 570.208(a)(1) Area-wide activities benefit all residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for LMA Service Area Map.

☐ LMC-Limited Clientele, 570.208(a)(2).

- ☐ Limited Clientele, 570.208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

- ☐ Presumed Benefit, 570.208(a)(2)(ii) Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☐ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☐ Migrant farm workers
- ☐ Handicapped individuals
- ☒ Homeless persons
- ☐ Persons with AIDS

- ☐ Client Document Review, 570.208(a)(2)(iii) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

- ☐ Income Certification, 570.208(a)(2)(iv) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method.

- Upload a blank "Intake" form.
 - **Limited Clientele, 570.208(a)(2)(i)** An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."
 - **Limited Clientele, 570.208(a)(2)(ii)** Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-moderate person).
 - **Limited Clientele, 570.208(a)(2)(iii)** A job training and placement and/or other employment support services activity, including, but not limited to pre-employment programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(A) (a) and (b).
 - **LMH-Housing Activities, 570.208(e)(5)** An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.
 - **LMJ-Jobs Activities, 570.208(e)(6)** An activity designed to create or retain permanent jobs where at least one of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.
 - **Slum and Blight, 570.208(f)** Activities that aid in the prevention or elimination of slums or blight.
- For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.
- **Urgent Need, 570.208(g)** Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

1. CAPMC will have active membership on the Fresno-Madera Continuum of Care. CAPMC staff will meet and communicate the information from local homeless groups such as the Housing for the Homeless and the Homeless Connections group. There are a minimum of 24 meetings a year.

2. CAPMC will participate on required committees of the FMCOC, such as the Homeless Management Information Systems Committee, Coordinated Entry System Committee, Evaluation Committee and case conferencing meetings. These committees help strengthen services to the homeless and help the FMCOC achieve local outcomes to ensure the FMCOC remains competitive for funding when compared nationally to other COCs that are competing for limited HUD dollars. The various groups meet monthly but the frequency is less than that at times throughout the year.

3. CAPMC will plan and coordinate the 2021 Homeless Point In Time Count.

7. How will your program meet its goals in one year?

The program will monitor and report on performance indicators on a quarterly basis to the City of Madera. CAPMC will know that it has met its goals on one year if the performance indicators listed above reach the expected numbers. Timeline attached.

8. What financial resources, other than City are available for this program? Have applications for other funds been submitted? Explain. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
There are no other financial resources available for this program. The CDBG funding allows CAPMC to maximize resources to provide more services that are comprehensive to the homeless. No other funding sources will fund the participation on the FMCOC.

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If net fund raising is not increasing, please explain (be specific). Every year, CAPMC solicits in-kind donations to provide much needed assistance for the Homeless Point In Time Count. A dollar value has not been assigned for the donations, but the counts would not be successful without the additional support. With the donations collected, staff put together hygiene kits that are then distributed during the Point In Time Count. When the donations collected are not enough, the FMCOC then steps in to provide the items needed.

10. What was done to receive public input/participation? Please provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.
CAPMC conducts a Community Needs Assessment where information is gathered at focus groups, community meetings, and surveys about what people see as the most important unmet needs in the community. The top five priorities were affordable housing, access to health care,

employment, food, and homeless services. Attendance at the FMCoC will help CAPMC in its efforts to address these needs.

11. If service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/letters of commitment that support these program services. Different funding sources will be used for cost related to the 2023 Homeless Point in Time Count in over areas outside of the City Limits of Madera and the approved census tracks. During the 2022 Point in Time Count, Madera County provided staff with \$15,000 McDonalds gift cards to help support the homeless population that completed the survey.

12. When there is an overflow of clients, how is it determined whom to serve? The Centralized/Standardized intake prioritization process is accomplished by utilizing the Homeless Management Information System (HMIS) and the FMCoC addresses the issue through the standardized referral and placement of homeless into appropriate and available programs. This is one of the mandated services that HUD has required of all local staff also use the VI-SPDAT survey to determine risk and prioritization to homeless and at-risk of homelessness persons.

13. Discuss your program's/project's successes. The CDBG funds allows staff to represent CAPMC at the FMCoC board meetings. In turn, this has now brought on much more support for the Madera County homeless population.

As a member of the FMCoC, CAPMC has the ability to apply for additional funding the help support the services for homeless families and individuals.

The Stanislaus Place was awarded funding to expand its services and is now able to house a total of 37 homeless individuals including a family.

Being a member of the FMCoC has also allowed CAPMC to apply for Emergency Solution Grant funding. CAPMC received in April, 2020 \$106,000 and were spent by December 2020. After that CAPMC then received two amendments for a total of \$261,500 and in 2021 CAPMC also received additional allotments in the amount of \$270,000 and another this year, 2022 for the amount of \$270,000.

With CSBG funding, CAPMC was able to expand homeless services by creating the Homeless Engagement for Living Program (HELP) Center which serves as a one-stop shop to help individuals and families who are homeless or are in jeopardy of becoming homeless. For those who call the center will receive help in getting connected to community resources including housing. Depending on the need of each client, the housing solutions that are offered are Emergency Shelter, Rapid Re-Housing, and Permanent Supportive Housing.

All funds received have allowed CAPMC to provide rapid re-housing services, street outreach, homeless prevention, rapid re-housing, emergency shelter and homeless management information services.

CAPMC receives valuable T&T from the FMCoC's homeless experts and all trainings are free.

14. Discuss your program's/project's past performance (2015 to 2020). The project has met its goals every year since 2013 with the exception of 2020-2021 contract. Reports have been submitted in a timely manner and all funds have been spent, with the exception of 2020-2021 contract. Due to the COVID-19 pandemic, the 2021 Homeless Point in Time Count was not conducted, all meetings were web-based and this saved on staff, travel and fuel.

HUD mandated Homeless Point in Time Counts have been successfully conducted with the exception of 2021 count.

Requirements of the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act) were implemented via the direction of the FMCoC.

Housing First Program Approach to addressing homeless was implemented.

New Homeless Management Information System Performance Standards were implemented.

via the HMIS Committee of the FMCOC.

The Homeless Coordinated Access system has been developed via the FMCOC's committee.

Homeless Connections and housing the Homeless meetings are facilitated to provide communication about homeless issues with Madera's Homeless service providers.

Shoreline Place Permanent Supportive Housing program for chronically homeless individuals/families with disabilities.

Homeless Engagement for Living Program (HELP) Center which serves as a one-stop shop to help individuals and families who are homeless or are in jeopardy of becoming homeless.

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

No direct services will be provided by these funds.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input type="radio"/> Yes <input checked="" type="radio"/> 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 checklogs and savings statements, retirement accounts, 401(k)(b)(3) or 401K plans, etc.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answer to #3 above. Attach your response to the space below	

AGE	
0-5	
6-12	
13-17	
18-34	
35-54	
55-59	
60-64	
65+	
Total	0

GENDER	
Female	
Male	
Total	0

Female-Headed Households	
--------------------------	--

Ethnic Categories*	Clients
Hispanic or Latino	
Not-Hispanic or Latino	
Total	0

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	
Total	0

*Public reporting burden for this collection is estimated to average 10 minutes per response.

<https://www.citvdataservices.net/cities/madocsb/app2022arc.pl?tp=0234&cmp=?>

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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 HUD-50159 Data Requirements in 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 "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.

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

An integral part of the Community Needs Assessment is listening to Madera County residents, both those affected by the conditions of poverty, and those attempting to reduce them. CAPMC held the following focus groups and survey opportunities to hear from differing parts of Madera County:

- Online Surveys Distributed from April 1-April 26 to General Madera County population
- Head Start Parent Meeting on Tuesday, April 15 at 2pm
- San Ramon Place Focus Group on Friday, April 23 at 9am
- Community Partner Website Forum on Friday, April 23 at 11am

You can find the entire Community Needs Assessment at:
<https://maderacap.org/index-posts/community-need-assessment/>

2. How complaints that have been received, etc.
 None

3. Provide evidence of collaboration with other agencies within the community.

CAPMC collaborates with the local community partners about solutions to addressing homelessness through the Housing the Homeless group and the Homeless Connections group. These meetings are well attended and those that attend are in favor of any program that helps support housing the homeless.

F. REFERENCES:

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

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

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this

organization/agency?

Do you think they are doing a good job in Madara?

Name: Julie Morgan	Title: Assistant Director
Company/Agency: Madara County Behavioral Health	Tel. Number: 579-673-2508 ext. 1220
Email Address: julie.morgan@madaracounty.com	

Name: Ryan W. Wheeler	Title: Director
Company/Agency: Madara County Food Bank	Tel. Number: 579-475-3515
Email Address: rrwheeler@madarafoodbank@gmail.com	

Name: Judy Ketherside	Title: Regional Director
Company/Agency: Turning Point of Southern California	Tel. Number: 359-233-2663 ext. 7310
Email Address: jketherside@tpcm.org	

SPONSORING AGENCY MANAGEMENT :**CORPORATION DIRECTORS:**

How often does the Board meet? Monthly

What was the average number of Board members attending meetings last year? 12

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

Minimum: 8 Maximum: 15

Date of Incorporation: December 1, 1965

FINANCIAL:

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

None

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

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

If so, for how much? \$200,000.00

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

None

List any outstanding obligations:

None

Budget Line Item	Madara	Other Funding	Program Total
Personnel lines needed: 3			
Salaries	\$12,177		\$12,177
Fry & Licenses	\$657		\$657
			\$0
Benefits	\$2,999		\$2,999
Taxes			\$0
Subtotal Personnel	\$15,833	\$0	\$15,833
Non-Personnel:			
Move-In Assistance			\$0
Supplies & Materials	\$250		\$250
Equipment			\$0
Communications			\$0
Meetings & Conventions			\$0
Travel & Transportation	\$619		\$619
Training			\$0
Consulting			\$0
Evaluation			\$0
Other lines needed: 4			
Rent	\$640		\$640
Insurance	\$400		\$400
Utilities	\$193		\$193
Telephone	\$153		\$153
Subtotal Non-Personnel	\$2,499	\$0	\$2,499
Total Personnel & Non-	\$18,332	\$0	\$18,332

File: <http://www.citydataservices.net/home/madara/app/2022am.pl?rp=C234&prop=2>

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6/7/22 4:50 PM

City Data Services - Manders

Personnel			
Indirect Costs	\$1,668		\$1,668
TOTAL	\$23,000	\$0	\$23,000
Proposed # of Persons Served:			
Cost per Individual			

Attachments**Upload Instructions**

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted without missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661 3697 or marciza@manders.org at least one day prior to the deadline.

Attachment**Link or Explanation for Missing Attachments**

- ☐ Articles of Incorporation and Bylaws
- ☐ Organization Chart
- ☐ Non-Profit Determination Letters, IRS & State (5013.c)
- ☐ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☐ Client Intake Form
- ☐ Evaluation Document
- ☐ Board Certification
- ☐ Board Roster
- ☐ Other -
- ☐ Other -

Submitted By:

Ana Barrios

Date Signed

05/26/2022

IntelSys, Inc., May 26, 2022 - 10:00:17

<http://www.citydataservices.net/manders/app2022/app.pl?pl=C252&prop=2>

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CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type	Capital Projects/Public Improvements
Legal Name of Organization:	City of Madera Engineering Department
Name of Project:	Engineering Department Front Counter ADA Upgrades
Street Address/Service Area of Project:	428 E Yosemite Ave
City:	Madera
Zip:	93638
Amount Requested for this Project:	\$25,000
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	428 E Yosemite Ave
City:	Madera
Zip:	93638
Grant Administrator:	Nicole Say
Title:	City Administrative Analyst
Phone:	5596613600
Email:	nsay@madera.gov
SAM Number:	System for Award Management (Connect, LLC) Number
DEI Number:	10CAN031P4K1
Federal EIN/OTIN Number:	94-600365
Program/Project Administrator:	Marcia Zuniga
Title:	Madera, CA 93638
Phone:	5596615458
Email:	mzuniga@madera.gov
Type of Entity/Organizational Structure Chosen	
Brief Project Description (50 Words Max):	The proposed project involves upgrading the existing front counter in the City of Madera's Engineering Department building for ADA compliance.

CDBG CAPITAL PROJECTS/PUBLIC IMPROVEMENTS APPLICATION

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, attach diagram of the area in the attachments section):

The proposed project involves upgrading the existing front counter in the City of Madera's Engineering Department Office building for ADA compliance.

2. Need (Explain why project is needed.)

The City of Madera Engineering department provides services to the general public which results in many in-person visits to the City Engineer's office. The existing front counter is not ADA compliant, this can result in the inability to provide equal access to persons with disabilities.

3. Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.
 CDBG \$25,000

4. Timetable (assuming a start date of July 1, 2022). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment in the Attachments section)

Upon award of the CDBG funds, the City will begin the design phase, then move on to construction. The project is expected to meet the period of performance of one year.

5. What measurable goals will your program deliver?

This project will help in furthering our goal of providing accessibility to the residents of the City of Madera.

6. What are the project's expected outcomes? How are the outcomes assessed?

The outcomes include increasing accessibility for all persons of the general public with disabilities that visit the Engineering Department for public services.

7. Mark the box below that indicates the national objective met:

☒ Activities Benefiting Low and Moderate-Income Persons. 570.208(g)

<https://www.citydataservices.net/index/madera/cp2022arc.pl?pr=C237&prop=104>

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8. How does your proposal support the Vision Plan Madera 2025 Action Plan?
The Vision Plan Madera 2025 Action Plan includes providing ADA compliant City facilities.

1. Historical:

- <http://www2.cityofslackservice.net/cities/index.asp?app=2322app.p?rel=C337&comp=104>

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

Primarily benefits low and moderate-income persons:

a. Number of persons served annually: 500

b. Service Area: Citywide

Number of City residents served annually: 1,200

Number of persons with disabilities or seniors served annually: 300

How will the proposed project prevent or eliminate slums or blight?

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details. What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

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. For public improvements, the surveys revealed accessibility is a priority. Though accessibility of sidewalks is specifically noted in the survey results, the accessibility of the front counter for public services provided by the Building, Planning and Engineering Department is an extension of this need.

2. Note complaints that have been received, etc.

N/A

3. Provide evidence of collaboration with other agencies within the community.

N/A

F. REFERENCES:

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

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

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

Name: Rosalind Cox	Title: Director of Facilities Planning & Construction Management
Company/Agency: MUSD	Tel. Number: 559-675-4548
Email Address: RosalindCox@maderausd.org	

Name: Guzman	Title: Principal
Company/Agency: Thomas Jefferson Middle School	Tel. Number: (559) 476-0271
Email Address: ishe.guzman@maderausd.org	

Name: Alan Gilmore	Title: Public Health Program Manager
Company/Agency: Madera County Public Health	Tel. Number: (559) 675-7193

<https://www.citydataservices.net/cities/maderec/app2022a.html?u=-C2376prop-104>

3/5

Email Address: Alan.Gilmore@maderacounty.com

SPONSORING AGENCY MANAGEMENT :**CORPORATION DIRECTORS:**

How often does the Board meet? N/A

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

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

Minimum: N/A Maximum: N/A

Date of Incorporation: N/A

FINANCIAL

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

N/A

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

Are the Treasurer and/or other financial officers bonded? ☐ Yes ☒ No

If so, for how much?

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

N/A

List any outstanding obligations:

N/A

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 0			
Benefits			\$0
Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials			\$0
Equipment			\$0
Communications			\$0
Meetings & Conventions			\$0
Travel & Transportation			\$0
Training			\$0
Consulting			\$0
Recreation			\$0
Other Lines needed: 0			
Subtotal Non-Personnel	\$0	\$0	\$0
Total Personnel & Non-Personnel	\$0	\$0	\$0
Indirect Costs	\$25,000		\$25,000
TOTAL	\$25,000	\$0	\$25,000
Proposed # of Persons Served:	300		
Cost per Individual	\$83		

Attachments[\(Upload Instructions\)](#)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when doing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check this box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zamora at 559-661-3692 or marcela@madera.org at least one day prior to the deadline.

Attachment**Link or Explanation for Missing Attachments**

- ☐ Articles of Incorporation and Bylaws
- ☐ Organization Chart
- ☐ Non-Profit Determination Letters, IRS & State (5013c)
- ☐ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☐ Client Intake Form

<https://www.citydataservices.net/attest/madera/app2022/proc.p?tbl=C237&grp=104>

4/5

8/7/22, 4:23 PM

City Data Services - Modern

- ☒ Diagram of Area
- ☒ Timeline
- ☐ Other -
- ☐ Other -

Submitted By:

Nicole Say

Date Signed:

05/23/2022

Initially submitted May 8, 2022 - 11:27:02

<http://www.citydataservices.net/cities/modern/app2022arc.pl?pi=0237&prop=104>

2022

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A – Project/Program Summary

Application Type	Capital Project/Public Improvements
Legal Name of Organization	City of Madara - Public Works Department
Name of Project/Program	Beautiful Madara Project
Street Address/Service Area of Project	City Wide
City: Madara	Zip: 93638
Amount Requested for this Project	\$25,000
Amount of Leverage Funds Available for this Project	\$0
Mailing Address	1030 S Gateway Dr
City: Madara	Zip: 93630
Grant Administrator	Title:
Phone: 15596754246	Email: cfoss@madara.gov
SAM Number: System for Award Management (Formerly CCR) Number	
EIN Number: HRAJ008317161	Federal EIN/TIN Number:
Program/Project Administrator: Daniel Foss	Title: Public Works Director
Phone: 15596754246	Email: 1030 S. Gateway Dr
Type of Entity/Organizational Structure City Department / Public Agency	
Brief Project Description (50 Words Max): The city will be requesting funding for paint to remove graffiti within the city limits and more specifically in our low/moderate income neighborhoods on the east side and downtown areas.	

CDBG CAPITAL PROJECTS/PUBLIC IMPROVEMENTS APPLICATION

B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, attach diagram of the area in the attachments section):

Project is based on graffiti removal within low/moderate income neighborhoods in the city. The anticipated accomplishment is to clean the city of any and all graffiti.

2. Need (Explain why project is needed.)

There is a need for this project since graffiti within the city is on the rise and so is the price of paint needed to remove the graffiti.

3. Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment.

There are no other sources of funding.

4. Timetable (assuming a start date of July 1, 2022) Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timetables (insert any timeline attachment in the Attachments section)

Our starting date will be July 1, 2022 and we very well could meet our goals in 1 year. We don't necessarily have any milestones other than a visual improvement of the city with less graffiti.

5. What measurable goals will your program deliver?

Measurable goals will be a decrease in citizen complaints of graffiti and an enhanced visual aesthetic within our low/moderate income neighborhoods.

6. What are the project's expected outcomes? How are the outcomes assessed?

The expected outcome is a removal of all graffiti in our low/moderate income neighborhoods. This can be assessed via drives around these areas and a decrease in complaints of graffiti from residents.

7. Mark the box below that indicates the national objective row:

☒ **Activities Benefiting Low and Moderate-Income Persons, §70.208(a)**

☐ **LMA-Area Benefit, §70.208(a)(1)** Area-wide activities herein. All residents in a particular area, where at

<https://www.citydataservices.net/cities/madara/app2022arc.p?pt=C245&prop=10/>

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cast of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

○ LMI-Limited Clientele. 570.208(a)(2)(i).

○ Limited Clientele. 570.208(a)(2)(i). Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least 51 percent of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

○ Presumed Benefit. 570.208(a)(2)(ix). Clients served are primarily and specifically from one of the following groups:

- Abused children
- Battered spouse
- Elderly persons (62 years of age or older)
- Illiterate persons
- Migrant farm workers
- Handicapped individuals
- Homeless persons
- Persons with AIDS

○ Client Document Review. 570.208(a)(2)(vi). Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

○ Income Certification. 570.208(a)(2)(vii). Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "Intake" form.

○ Limited Clientele. 570.208(a)(2)(ii). An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

○ Limited Clientele. 570.208(a)(2)(iii). Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).

○ Limited Clientele. 570.208(a)(2)(iv). A job training and placement and/or other employment support services activity, including, but not limited to pre-support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under Limited circumstances under 24 CFR 570.208(a)(2)(ix) (a) and (b).

○ LMI-Housing Activities. 570.208(a)(v). An activity carried out for the purpose of providing or improving permanent residential structures, which upon completion, will be occupied by low and moderate income households.

○ LMI-Jobs Activities. 570.208(a)(vi). An activity designed to create or retain permanent jobs where at least 51 percent of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate income persons.

○ Slum and Blight. 570.208(g). Activities that aid in the prevention or elimination of slums or blight. For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

○ Urgent Need. 570.208(c). Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

11. How does your proposal support the Vision Plan Madras 2025 Action Plan?

It addresses Downtown Revitalization: Promote the comprehensive revitalization of downtown Madras. And also addresses strategy 134 Visual Standards.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

- a. How old is the affected structure? 50 years
- b. Will this project affect an historically significant (or potentially historic) structure?
no

2. Archeological:

- a. Will this project involve any ground disturbance?
no
- b. Will this project affect an historically significant (or potentially historic) structure?
no

3. Water:

- a. Is project involve a sewer or water system?
no

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

Primarily benefits low and moderate-income persons:

- a. Number of persons served annually: 60000
- b. Service Area: City Wide
Number of City residents served annually: 60000
Number of persons with disabilities or seniors served annually: 10,000

How will the proposed project prevent or eliminate slums or blight?

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation? Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

We haven't taken anything to council regarding public participation. We do get calls from the citizens regarding graffiti and we encourage them to call any time they see graffiti within the city limits.

2. Note complaints that have been received, etc.

We get a mix of complaints. More so complaining of the graffiti.

3. Provide evidence of collaboration with other agencies within the community.

City does not collaborate with other agencies for this job.

F. REFERENCES:

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

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

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

Name: rosa for, cox	Title: director of facilities, planning, and construction
Company/Agency: Madras Unified School District	Tel. Number: 559-675-4548
Email Address: rosa.lindbeck@madrasusd.org	

Name: isabel garzon	Title: principal
Company/Agency: Thomas Jefferson Middle School	Tel. Number: 559-474-0271
Email Address: isabel.garzon@madrasuniv.org	

Name: alan gilmore	Title: public health program manager
Company/Agency: Madras County Public Health	Tel. Number: 559-675-7893
Email Address: alan.gilmore@madrascounty.com	

**SPONSORING AGENCY MANAGEMENT :
CORPORATION DIRECTORS:**

<https://www.citydataservices.net/juliesh/auctions/app2022arc.01?pt=C245Bprop=47>

3/5

How often does the Board meet? 22 times a year

What was the average number of Board members attending meetings last year? 7

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

Minimum: 4 Maximum: 7

Date of Incorporation: 12/9

FINANCIAL

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

n/a

How often are financial records audited, and by whom? annually

Are the Treasurer and/or other financial officers bonded? ☐ Yes ☒ No

If so, for how much?

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

n/a

List any outstanding obligations:

n/a

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 0001			
Benefits			\$0
Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$25,000		\$25,000
Equipment			\$0
Communications			\$0
Meetings & Conferences			\$0
Travel & Transportation			\$0
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed: 0			
Subtotal Non-Personnel	\$25,000	\$0	\$25,000
Total Personnel & Non-Personnel	\$25,000	\$0	\$25,000
Indirect Costs			\$0
TOTAL	\$25,000	\$0	\$25,000
Proposed # of Persons Served:	10,000		
Cost per Individual	\$3		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application **WILL NOT** be able to be submitted with missing required attachments! Please take this into consideration when coming your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mc.zuniga@madera.gov at least one day prior to the deadline.

Attachment

Link or Explanation for Missing Attachments

- ☐ Articles of Incorporation and Bylaws
- ☐ Organization Chart
- ☐ Non-Profit Determination Letters, IRS & State (5013c)
- ☐ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☐ Client Intake Form
- ☐ Diagram of Area
- ☐ Timeline
- ☐ Other -
- ☐ Other -

5/7/22, 4:26 PM

City Data Services - Madani

Submitted By:
Date Signed

Aidan. Gonzales
05/26/2022

1. Policy Statement: May 26, 2022 15:47:16

<https://www.citydataservices.mn/cities/madani/sa/app/2022/sa.c.pl?nc=C216&prop=0/>

5/5



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 20, 2022

Agenda Number: C-2

SUBJECT:

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

RECOMMENDATION:

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

1. Approving a Subrecipient Agreement for Services (\$5,000) with Madera Coalition for Community Justice; and
2. Approving a Subrecipient Agreement for Services (\$32,500) with Madera Rescue Mission; and
3. Approving a Subrecipient Agreement for Services (\$35,400) with O.L.I.V.E. Charitable Organization; and
4. Approving a Subrecipient Agreement for Services (\$10,000) with Pequeños Empresarios; and
5. Approving a Subrecipient Agreement for Services (\$34,000) with Madera Coalition for Community Justice; and
6. Approving a Subrecipient Agreement for Services (\$21,401.50) with City of Madera, Parks & Community Services; and
7. Approving a Subrecipient Agreement for Services (\$20,000) with Community Action Partnership of Madera County, Inc.; and
8. Approving a Subrecipient Agreement for services (\$25,000) with City of Madera Engineering Department; and
9. Approving a Subrecipient Agreement for Services (\$25,000) with City of Madera Public Works Department.

SUMMARY:

The City of Madera (City) received notification from the U.S. Department of Housing and Urban Development (HUD) on May 13, 2022, that it was eligible to receive an allocation for the CDBG 2022-2023 fiscal year in the amount of \$922,010. It is noted that there is also an additional \$60,000 of reallocation housing funds from the 2021-2022 allocation that will be reallocated into this Action Plan. The public hearing is for City Council (Council) to approve final funding allocations and to enter into agreements with grant subrecipients.

DISCUSSION:

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

HUD's National Objectives are as follows:

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

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

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

The City received a total of 11 applications for the CDBG 2022-2023 Notice of Funding Availability cycle, including: 2 for Administration, 7 for Public Services, and 2 for Capital Projects/Public Improvements. The applicants provided brief presentations to the Block Grant Commission (BGC) during their special meeting on June 6, 2022 and June 8, 2022, then brought those recommendations before Council on June 15, 2022, during which meeting Council approved tentative allocations.

Council Tentative Allocations

During the Council meeting of June 15, 2022, Council voted unanimously to approve tentative allocations for the administrative category. The eligible allocation is \$184,402 and the total requested is \$204,402. Table 1 below shows the tentative allocations for Administration.

Table 1: City Council Tentative Administration Allocations		
<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>	\$164,402	\$164,402
CAPMC – Fresno Madera Continuum of Care <i>Point-in-Time Count Administration</i>	\$20,000	\$20,000
Total	\$184,402	\$184,402

Council deliberated on the Public Service funding applications and approved tentative allocations by a majority vote of 4-3. The eligible allocation is \$138,301 and the total requested is \$433,986. Table 2 below shows the Council tentative allocations for Public Services.

Table 2: City Council Tentative Public Service Allocations		
<i>Applicant</i>	<i>BGC Recommended Allocations</i>	<i>City Council Tentative Allocations</i>
Madera Coalition for Community Justice – <i>Madera Youth Leaders Street Art Project</i>	\$0	\$5,000
Madera Rescue Mission – Homeless Services Program <i>Homeless Prevention and Services</i>	\$34,500	\$32,500
O.L.I.V.E. Charitable Organization – O.L.I.V.E. Safe House <i>Bennet House</i>	\$37,400	\$35,400
Pequeños Empresarios – <i>Child Entrepreneurship Education</i>	\$10,000	\$10,000
Madera Coalition for Community Justice – <i>Madera Rental Assistance Program</i>	\$30,000	\$34,000
City of Madera, Parks & Community Services –Senior Nutrition & Recreation Programs <i>Senior Wellness, Meals and Recreation</i>	\$26,401.50	\$21,401.50
Total	\$138,301.50	\$138,301.50

Council discussed 2 additional Capital Projects/Public Improvements funding applications. The total available allocation is \$659,307 and the total requested is \$50,000. The remaining eligible balance is \$609,307. Staff is proposing to incorporate allocation of the remaining balance to the McNally Park Project into the Annual Action Plan. The Block Grant Commission is aware and supports said allocation. Council approved tentative allocation requests by the City Engineering Department and the City Public Works Department by a majority vote of 7-0. Table 3 below shows the tentative allocations for Capital Projects/Public Improvements. Staff is recommending allocating the remaining capital/public improvement balance of \$609,307 towards improvements at McNally Park.

Table 3: City Council Tentative Capital Projects/Public Improvements Allocations		
<i>Applicant</i>	<i>BGC Recommended Allocations</i>	<i>City Council Tentative Allocations</i>
City of Madera Engineering Department – <i>Front Desk Counter</i>	\$25,000	\$25,000
City of Madera, Public Works Department <i>Sidewalk and ADA Corner Ramp Improvements</i>	\$25,000	\$25,000
<i>*McNally Park Project</i>	\$609,307	\$609,307
Total	\$659,307	\$659,307
<i>*Updated allocation request of remaining capital/public improvement funds.</i>		

A 30-day public review and comment period is required, following the approval of the tentative allocations on June 15, 2022. As of the writing of the staff report, City has received no written public comments.

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

- *Strategy 136:*
 - Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.
- *Strategy 407:*
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- *Strategy 337:*
 - Develop programs for Maderans of all ages with an emphasis on youth and senior activities.
- *Strategy 121.1:*
 - Add facilities and amenities for the public.

ALTERNATIVES:

As an alternative, Council may:

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

ATTACHMENTS:

1. Resolution

Exhibit 1- Madera Coalition for Community Justice Agreement

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

2. Resolution

Exhibit 1- Madera Rescue Mission Agreement

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

3. Resolution

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

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

4. Resolution

Exhibit 1- Pequeños Empresarios Agreement

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

5. Resolution

Exhibit 1- Madera Coalition for Community Justice Agreement

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

6. Resolution

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

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

7. Resolution

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

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

8. Resolution

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

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

9. Resolution

Exhibit 1- City of Madera, Engineering Department Agreement

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

10. Resolution

Exhibit 1- City of Madera, Public Works Department Agreement

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$5,000) WITH
MADERA COALITION FOR COMMUNITY JUSTICE**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Coalition for Community Justice in the amount of \$5,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and MADERA COALITION FOR COMMUNITY JUSTICE, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed \$5,000 in fiscal year 2022-2023. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "D"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. Reports/Required Notifications

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

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

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

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this

Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants 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 "B."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

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

24. Independent Contractor

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

25. Insurance Requirements for Subrecipients

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and \$500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
MADERA COALITION FOR COMMUNITY JUSTICE
219 S. D St.
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

MADERA COALITION FOR COMMUNITY JUSTICE:

By: _____
Santos Garcia, Mayor

By: _____
Madera Coalition for Community Justice

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**FY 2022-2023 Budget
MADERA COALITION FOR COMMUNITY JUSTICE
Madera Coalition for Community Justice**

Budget Line Item	Madera
Personnel Lines needed: 1	
Coordinator	\$4,000.00
Benefits	\$500.00
Taxes	\$0.00
Subtotal Personnel	\$4,500.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	\$0.00
Equipment	
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	
Consulting	
Evaluation	
Other Lines needed:	
Subtotal Non-Personnel	\$0.00
Total Personnel & Non-Personnel	\$4,500.00
Indirect Costs	\$500.00
TOTAL	\$5,000.00
Number of Persons Served:	125
Cost per Individual	\$40

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CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Coalition for Community Justice
Name of Project:	Madera Youth Leaders Street Art Project
Street Address/Service Area of Project:	219 S D st
City: Madera	Zip: 93638
Amount Requested for this Project:	\$27,403
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93638
City: 559 416-7401	Zip:
Grant Administrator :	Title:
Phone:	Email: Madera, CA 93638
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: 219 S. D St.	Federal EIN/TIN Number: 77-0391942
Program/Project Administrator: 219 S D Street	Title: Madera, CA 93638
Phone:	Email: 219 S. D St.
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max): MYLSAP is creative placemaking and at its best connects community through art in a way that highlights neighborhood culture and bringing youth together to learn about each other and explore the larger world around them. Street art amplifies the power of young people to transform the place they live in and allows youth to engage in positive change in Madera.	

CDBG PUBLIC SERVICES APPLICATION

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

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A242&prop=13&status=20>

1/18

whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

The Madera downtown has been in steady decline since the 80s. The older generation often harkens back to the “good old days” and stay away from the downtown referring to it derogatorily as “Little Tijuana.” Despite the previous best efforts of the city’s redevelopment agency, most of the downtown remain blighted. Since the pandemic, there have been more empty storefronts and fewer foot traffic. While most Maderans stay away due to the fear of crime, it is still frequented by new immigrants and farmworkers. Public art has the transformative power to build pride in the neighborhoods while expressing the world-view of community members, where they come from, what they do and how they connect to each other. Art builds community capacity, empowering and fostering civic engagement through creative artistic expression and collective leadership among the low-income, minority and farmworker communities. More specifically, street art has the effect of bridging community values between the young and old. Furthermore, it facilitates youth engagement especially in terms of supporting them in becoming more positively involved with public space and art. In Madera, many teens are isolated – there is little in terms of program activities. This program expands opportunities to the underserved to express their creative and artistic visions of the future of the community that engages, inspires, provokes and lays the groundwork for a more inclusive and equitable City of Madera.

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

youth, and implemented by youth, with the support, guidance, mentoring and training provided by MCCJ staff, California Rural Legal Assistance, other professionals and experts.

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

The project seeks to establish a "public art space" in downtown Madera that will be spearhead by a cadre of youth. MYLSAP will utilize the downtown area as a canvas as it were where sanctioned spaces and/or items (e.g., bus shelters, benches, power boxes, garbage receptacles, etc.) in downtown Madera will be targeted to display street art. Ideally, this campaign will be a part of the City's revitalization of its downtown and serve as a beginning effort to create a hub -- a gathering place for youth and denizens from the eastside of town to mingle, shop, eat, transact services, etc. Moreover, it will provide a creative space for youth to engage different groups and to be recognized by a wider public audience as a place that hosts educational and cultural events and a welcoming place that promotes public discourse and the exchange of ideas. The overarching purpose is to use art as the driver that reweaves the downtown fabric, restoring its former prominence as a center of community activities. The return of foot traffic has the impact of making the downtown lively, active, attractive, safe and pedestrian friendly which in turn promotes economic activities that translate to jobs and increased property value. In that connection, future directions call for networking with the Madera County Arts Council along with Madera Unified School District to initiate an "Art Hop" that invites local youth street artists to

contribute their artwork, show and tell, and provide a platform for other youth to learn and compete and offers art classes and activities.

In this past year, MCCJ install an mural wall that was utilized as a "community bulletin board" that displayed different messages and themes that showcased the art work of youth, e.g., Black History Month, Earth Day, etc. The project will continue this format and engage youth from MUSD, juvenile hall, Pioneer Technical School and other charter schools.

The program will be comprised of two core components.

The first component (months 1-3) will be the planning process and plan preparation, and the second component (months 4-12) will be the plan implementation. Fifteen to twenty-four youth will be recruited from the local high schools for this year-long project. (It is anticipated that each event will involve an additional 50 youth from the Eastside Madera.) They will meet biweekly or as frequently as needed. The youth group will be guided by the MCCJ staff coordinator (who is an artist) to navigate the technical, political, legal and administrative considerations attending to this project. The project will begin with the hiring of a coordinator and student recruitment in the first month.

These youth will be educated on a broad range of issues in order to develop a comprehensive plan that is essential to implement the project ranging from training in facilitation/presentation skills, gathering and analysis of data, participatory action research and mapping assessment. They will also engage in maintenance activities: leadership development, team-building and relationship-building opportunities with adult allies. They will have opportunities to meet with public officials and agency staff. An advisory committee may be established consisting of local stakeholders. In the second part of the program, the youth will begin by mapping community assets and resources, convene forums where they learn and listen to the community regarding goals, perception, problems and possibilities of public art, write letter to editor and collaborate on news story published in local and school newspapers, prepare a report of findings and recommendations, bring key stakeholders together to develop a shared vision, visit six street art sites around the state, conduct research, network with other street art

communities, and consult with local and regional street art experts for technical assistance on specific art projects and promoting public art spaces. Throughout the project life, there will be opportunities for the youth to reflect and regroup. There will be time scheduled to allow them to reflect on what they've learned and impact of their experience. Program activities will be planned and coordinated in a manner that provides a continuous loop of feedback that allows staff to monitor results, effectiveness and impact.

The youth will develop an action plan with goals linked to specific actions. Each goal will be broken into specific steps assigned to specific individuals. They will establish the time frame for the planning process and implementation schedule that links budget and task responsibilities. Further, they will conduct face-to-face /meeting/workshops with stakeholders to review and research suitable sites/"targets," flesh out problems, issues and concerns, consider budget and resource availability, develop vision for a plan, develop plan goals and objectives, generate and evaluate plan options and adopt best plan. During the course of these activities, they will collectively determine common thread issues including: site selection, display format, motifs, themes and/or cultural symbols, images and/or styled street art-writing, governance, rules of operation, and criteria for idea selection. They will also participate in developing effective communications, outreach and education tools. The youth will be involved in the day-to-day responsibility of implementing and running the project under the supervision of the staff coordinator and guided by artist consultants. Finally, youth will have opportunities to visit other mural sites in nearby communities.

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

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

at the Madera Circle Art Gallery.

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

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

Timeline: This program will commence once it is funded which is anticipated to be the beginning or early June and it will continue until June 30th or later until all the funds allocated for financial assistance to households facing evictions or utility shutoffs are exhausted.

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

Month 2 through end of program: See clients Monday to Friday from 9 am to 5 pm and by appointments also -- interview, review application requesting financial assistance, counseling and referral. Continue outreach in

community. Use media (Univision and Radio Bilingue) to outreach to Spanish-speaking families.

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

MYLSAP will complement the art activities with Madera County Art Council and MUSD art classes. Separately, it will coordinate its activities with the Tafoya Academy, Juvenile Hall and Pioneer Technical School. The approach is collaboration and not supplanting of existing services.

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

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

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

evaluated through quarterly activity and budget reports. Review and updates will be provided by MCCJ director to the board monthly.

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

☒ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

☐ **LMC-Limited Clientele.** 570.208(a)(2)

☐ **Limited Clientele.** 570.208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

☐ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☐ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☐ Migrant farm workers
- ☐ Handicapped individuals
- ☐ Homeless persons
- ☐ Persons with AIDS

☐ **Client Document Review.** 570.208(a)(2)(i)(B) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

☐ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

☐ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

☐ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or

fewer employees, including owner who is a low-mod person).

○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

○ **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

○ **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

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

Enhance the economic well-being of all citizens through education and training

Enhance the quality and use of the physical infrastructure of Madera.

MYLSAP aligns with the following:

Provide health and wellness activities for youth such as teen activity programs and community-led activities.

Initiate campaign to increase downtown revitalization.

Project combines the two objectives to expand opportunities to underserved youth by introducing an intersection of art and civic engagement in a planned fashion that brings people together and build relationships in the community. The artistic creativity, expressions and vision in tandem with collaboration are the building blocks to community development and downtown revitalization.

7. How will your program meet its goals in one year?

Staff coordinator will vigilantly follow the action plan and activities adopted to ensure that all the goals are attained. Board will provide oversight.

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

N/A

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

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

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

The pandemic really tamped things down. While it did not initiate a formal survey, through its many different projects at different venues and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made aware of the dire need for youth activities. In its parent classes and resource centers, participants have consistently expressed concerns about the lack of youth activities. In fact, the pandemic lay bare the lack of youth activities in the City at a time when they were force to stay at home which curtailed severely curtailed social interaction with peers and collective activities.

There were no records maintained that documented this need.

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

N/A

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

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

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

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

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

MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day

celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; and 6) "We Are One" mural exhibit currently installed at the Circle Art Gallery (<https://www.youtube.com/watch?v=Pk5vSqwUXto>). See photo attachments of the aforementioned.

Back in 2017-8, MCCJ sponsored Zocalo Madera, a public art space that hosted monthly events. (Funded by CDBG.) Each event was attended by over 100 participants,/attendees. Additionally, one middle school and both high school classes participated. In its Black Lives Matter street mural (2021), the total participation exceeded 150. In its 2021-22, the events (paint parties) averaged over 75 youth each. Residents of the community regularly go by the wall mural that was install to see the art work. Street art is very popular inter-generationally but especially the younger population. One local official recently commented that the corner of 5th and B St. is the one bright spot in the downtown.

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

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

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	250
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	250
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input checked="" type="radio"/> Yes <input type="radio"/> No

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A242&prop=13&status=20>

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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.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
0-5	35
6-12	50
13-17	155
18-34	10
35-54	
55-59	
60-64	
65+	
Total	250

GENDER	
Female	150
Male	100
Total	250

Female-Headed Households	50
--------------------------	----

Ethnic Categories*	Clients
Hispanic or Latino	180
Not-Hispanic or Latino	70
Total	250

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	10
Black or African American	10
Native Hawaiian or Other Pacific Islander	
White	48
Other	182
Total	250

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing

and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

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

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation?

Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Through its youth work over the years beginning in 2001,

MCCJ has learned that there is a real demand and attraction by youth to street art. In the art events it has sponsored in the past 5 years, they have all been well attended and youth have overwhelmingly participated in making them a success.

No records kept.

2. Note complaints that have been received, etc.
None.

3. Provide evidence of collaboration with other agencies within the community.

MCCJ has collaborated with the Madera Art Gallery in 2021 that was showcased as 'We Are One.' It continues to be in conversation with the council (and by extension the Madera County Art Council) about joint activities. It has also collaborated with the art classes at various schools in the school district.

F. REFERENCES:

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

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

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

Name: Eddie Ocampo	Title: Director
Company/Agency Self-Help Housing	Tel. Number: 559-802-1683
Email Address: EddieO@selfhelpenterprises.org	

Name: Ara Kelegian	Title: Principal
Company/Agency Ripperdan Community School	Tel. Number: 559-674-0059
Email Address: ararkelegian@maderausd.org	

Name: Mattie Mendez	Title: Executive Director
Company/Agency CAPMC	Tel. Number: 559-675-5749
Email Address: mmendez@maderacap.org	

SPONSORING AGENCY MANAGEMENT :**CORPORATION DIRECTORS:**

How often does the Board meet? monthly

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

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

Minimum: 4 Maximum: 14

Date of Incorporation: 1994

FINANCIAL:

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

N/A.

How often are financial records audited, and by whom?
biennially

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

If so, for how much?

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

None.

List any outstanding obligations:

None.

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 1			
Coordinator	\$17,160	\$0	\$17,160
Benefits	\$1,565	\$0	\$1,565
Taxes	\$980	\$0	\$980
Subtotal Personnel	\$19,705	\$0	\$19,705
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$1,778	\$0	\$1,778
Equipment			\$0
Communications	\$420	\$0	\$420

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A242&prop=13&status=20>

16/18

Meetings & Convenings	\$1,200	\$0	\$1,200
Travel & Transportation	\$900	\$0	\$900
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed:			
Subtotal Non-Personnel	\$4,298	\$0	\$4,298
Total Personnel & Non-Personnel	\$24,003	\$0	\$24,003
Indirect Costs	\$3,400	\$0	\$3,400
TOTAL	\$27,403	\$0	\$27,403
Proposed # of Persons Served:	250		
Cost per Individual	\$110		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
- ☒ Organization Chart
- ☒ Non-Profit Determination Letters, IRS & State (501.3.c)
- ☒ Most Recent Financial Statements
- ☒ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☒ Client Intake Form
- ☐ Evaluation Document
- ☒ Board Certification
- ☒ Board Roster
- ☒ Income Certification Form

Link or Explanation for Missing Attachments

[artofincorp.pdf](#)

[org_chart_2.pdf](#)

[irs_501c3.pdf](#)

[2022-budget.pdf](#)

[auditmccj21.pdf](#)

Program intake policy to be developed

[MYI_Application.docx](#)

N/A

[MCCJ_Board_Cert_5-25-22_CDBG_Application_for_City_0332_001.pdf](#)

[Board_of_Directors_List_2022.docx](#)

[2022incomeguideline.pdf](#)

7/7/22, 3:40 PM

City Data Services - Madera

☐ Other -

☐ Other -

Submitted By: Baldwin Moy

Date Signed 06/17/2022

Approved By: Marcela Zuniga

Date Signed 06/17/2022

Approval Modified By



Date Signed

//

Initially submitted: May 25, 2022 - 15:34:32

Returned to Draft 06-17-2022 by Madera
Reason: Please update the budget.



City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Exhibit C

Program:
Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date:	IDIS #:
Agency Name:	PO #:
Agency Address	
Program Name:	Grant Year:
Program Description:	Report Period:
Prepared By:	Phone #:
E-mail:	

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
----------	------	----	----	----	----	----------------

2. Income Data - Unduplicated PERSONS Served [View AMI Table](#)

– NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total
Extremely Low Income (0 - 30% AMI)					
Very Low Income (31 - 50% AMI)					
Low Income (51 - 80% AMI)					
Moderate Income (> 80% AMI)					
TOTALS					

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											0	0
Black/African American											0	0
Asian											0	0
Amer. Indian/Alaskan Native											0	0
Native Hawaiian/Pacific Isl.											0	0
Amer. Indian/White											0	0
Asian/White											0	0
Black/White											0	0
Amer. Indian/Black											0	0
Other											0	0
TOTAL	0	0									0	0

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)

[Click here to go to the Upload Documents page](#) (Your report will be saved)

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 55150 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.

Page 1 of 3

- 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. 94-115) 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.

Page 2 of 3

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

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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 (PLD-00-10)

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

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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 recipient's 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)(3))

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the ITUD 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 discriminating in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exception contained at section 4.1.7(5) and section 4.1.6(1)(i) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at 202 514-0301 (voice) and 202 514-0383 (TTY). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title II 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/S04/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>CFD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3039	860 740-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-1167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232 1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766 5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4341 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2707	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-1214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469 5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AR	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6883
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-7349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$32,500) WITH
MADERA RESCUE MISSION**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Rescue Mission in the amount of \$32,5000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Rescue Mission.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and MADERA RESCUE MISSION, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed \$32,500 in fiscal year 2022-2023. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "D"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. Reports/Required Notifications

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

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

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

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this

Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants 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 "B."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

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

24. Independent Contractor

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

25. Insurance Requirements for Subrecipients

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and \$500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

//

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
MADERA RESCUE MISSION
Madera, CA 93638
Madera, CA 93638

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

c. Interpretation

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

d. Severability

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

e. Execution in Counterparts

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

MADERA RESCUE MISSION:

By: _____
Santos Garcia, Mayor

By: _____
Madera Rescue Mission

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**FY 2022-2023 Budget
MADERA RESCUE MISSION
Madera Rescue Mission**

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	\$0.00
Taxes	\$0.00
Subtotal Personnel	\$0.00
Non-Personnel	
Move-In Assistance	\$0.00
Supplies & Materials	\$3,000
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
Other Lines needed: 3	
Utilities	\$18,000.00
Insurance	\$10,000
Printing	\$1,500
Subtotal Non-Personnel	\$32,500.00
Total Personnel & Non-Personnel	\$32,500.00
Indirect Costs	\$0.00
TOTAL	\$32,500.00
Number of Persons Served:	200
Cost per Individual	\$163

Choose Font: 20 ▼

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Rescue Mission
Name of Project:	Homeless Program
Street Address/Service Area of Project:	1305 Clinton Street
City: Madera CA	Zip: 93638
Amount Requested for this Project:	\$34,500
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93638
City: Madera	Zip: 93638
Grant Administrator : Ligia Pacheco	Title: Accounting
Phone: (559)675-8321 Ext 223	Email: mrmaccting.bus@gmail.com
SAM Number: 197697709 System for Award Management (Formerly, CCR) Number	
UEI Number: H2DFU4VANDJ4	Federal EIN/TIN Number: 77-0144133
Program/Project Administrator: Lynda Belmontez	Title: Deputy Director
Phone: 5596758321	Email: lbelmontez@maderarescue.org
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max): Madera Rescue Mission' is an ongoing program providing emergency and transitional shelter to the homeless, single individuals and low-income families with children. Help clients with the process of being homeless to obtain their permanent housing. Serving more than 3,000 meals monthly as well as offer a 9 /12 month faith based Recovery Program.	

CDBG PUBLIC SERVICES APPLICATION

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

The community problem that needs to be addressed is the homeless issue. It is affecting not only residential areas and business's, but to our environment. The continued trash and human disposal on our street's is concerning, not only to residents living near the river, but to The Health Department as well. According to new statistics released by Data.Census.gov. It was estimated for Madera CA to have a population of 159,410 for 2021. This is an indicator that our town will have an increase of homeless population for 2022. Added to this we have many people that have not only lost their jobs, but their houses as well due to COVID-19. Everyone knows that this pandemic is a nation wide issue that has had devastating consequences.

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

Holy Family Table is soup kitchen that provides breakfast, The Hope House provides limited daily activities for the homeless. There are some other agencies that provide services to low income individuals such as Love Inc, CAPMC.

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

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

We have emergency housing for women and children (38 beds)

We have emergency housing for men (64 beds)

We serve 3 daily healthy meals. (more than 3,000 meals monthly)

We offer 9/12 month faith-based Recovery Program.

We teach Biblical principles.

We offer classes of anger management and domestic violence prevention as well ACE Overcomers.

We offer work skills in different areas.

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

MRM measures our effectiveness by keeping track of our daily services being provide which includes daily meals served & nightly bed logs, in addition we also have our staff provide daily narrative info if any incidents happens during the night shift. We make sure that our guest feel comfortable, loved and having the sense that we really care for them.

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

☐ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

☒ **LMC-Limited Clientele.** 570.208(a)(2)

☒ **Limited Clientele.** 570.208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

☒ **Presumed Benefit.** 570.208(a)(2)(ii)(A) Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☐ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☐ Migrant farm workers
- ☐ Handicapped individuals
- ☒ Homeless persons
- ☐ Persons with AIDS

☐ **Client Document Review.** 570.208(a)(2)(ii)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

- **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.
- **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."
- **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
- **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).
- **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.
- **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.
- **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.
For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.
- **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?
MRM meets National Objective # 1. Our services benefit the homeless, low-income families & children. MRM also works with people with substance abuse through our 9/12-month in-patient Recovery Program. MRM endeavors to provide a safe place to reside during an emergency scenario. Through our program the Connection we work arduously with other agencies to help find a solution to the homeless issue in our community.

7. How will your program meet its goals in one year?

Madera Rescue Mission meets our goals by:

Benefitting low-income families and children.

Providing decent temporary housing in a suitable living environment.

Helping & connecting clients with necessities resources to obtain their permanent housing.

Alleviating the hunger issue in our community.

Serving clients with mental health problems & substance abuse.

MRM's goals will be met by the accessibility of services upon client's request and having the satisfaction of serving anyone in need with love and compassion.

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

MRM, relies on our faithful monthly donors and business's. This Year, We have received a grant of \$3,000K from Bank of America to support our annual operating budget. Also we were approved \$49,000K from FEMA to support our expenses for daily meals & nightly beds that we serve to our community. This year the amount of contributions have drastically decreased due to financial issues that many of our regular donors are facing.

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

MRM has 3 major events to raise funds. We have the Second Wind 5K run, in conjunction with the Food Bank, annually in March, which raised \$8,000. We will have our annual fundraiser banquet in October (estimated net income 20K as well as our Thanksgiving & Christmas mail campaign (estimated Net 30K)

10. What was done to receive public input/participation? Please provide details. What did the public

input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and petitions.

MRM advertises our activities and programs on social media (Facebook). We also have volunteers that help at our annual banquet and our 5K-Run. We also welcome the participation of people in our community in serving meals at Thanksgiving & Christmas. In addition, we have people that come to the Mission to teach our clients in our Recovery Programs & our nightly guest.

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

N/A

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

For MRM every client is important to us, we are a first come first served organization, but we strive to help all that come to our doors.

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

MRM success hinges on people:

People becoming sober.

People being able to re-enter society.

People being able to obtain permanent housing.

People feeling safe, and no longer hungry.

People being able to go back to work.

Families being restored.

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

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

Our past performance is measured through the successful outcomes mentioned in previous answer # 13. Between 2015 & 2021 we have delivered our services to our community as followed:

From 2015 to 2021, we have had more than 45 graduates from our Recovery program, which have re-entered society. We also have had more than 78 homeless move from emergency housing to permanent housing. In addition, more than 36,500 annually meals were served to our community and more than 18,250 annually bed nights.

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

MRM will make every effort to receive written/video testimony from the guests who have spent time with us. We have seen a steady increase in need and foresee much more need in 2021. For 2022 we expect to have more demand of services due to the event of COVID-19 has impacted our community, and it will tax Madera on numerous levels, from food insecurity to housing.

A new need from our community was to have available place where to allocate homeless patients released from the hospital. Now MRM count with a temporary Respite Care for men & women.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	800
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	200
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input type="radio"/> Yes <input checked="" type="radio"/> 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.	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No

Please explain your answer to #3 above. Limit your response to the space below

AGE	
0-5	15
6-12	10
13-17	10
18-34	45
35-54	65
55-59	30
60-64	15
65+	10
Total	200

GENDER	
Female	40
Male	160
Total	200

Female-Headed Households	40
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Ethnic Categories*	Clients
Hispanic or Latino	80
Not-Hispanic or Latino	120
Total	200

Racial Categories*	Clients
American Indian or Alaska Native	80
Asian	14
Black or African American	40
Native Hawaiian or Other Pacific Islander	17
White	40
Other	9
Total	200

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and

Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

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

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation?

Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Public input is received during Thanksgiving, Christmas, 5-K & Annual Banquet events. At these events we have community members coming together to support our efforts in serving the more vulnerable people in our community. It is priceless to hear the good feedback we receive after services were provided to clients.

2. Note complaints that have been received, etc.

No complaints so far, and we hope it never happens since our goal is to make everyone feel welcome.

3. Provide evidence of collaboration with other agencies within the community.

We partnership with:

Madera food Bank in distribution of food boxes and the 5K-event.

Community Action Partnership of Madera County

Madera County Department of Correction

Department of Social Services

Behavioral Health

Madera County Public Health

Madera Community Hospital

F. REFERENCES:

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

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

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

Name: Ryan McWherter	Title:Executive Director
Company/Agency Madera Food Bank	Tel. Number: (559)975-5315
Email Address: rmcwherter.maderafoodbank@gmail.com	

Name: Mattie Mendez	Title: Executive Director
Company/Agency CAPMC	Tel. Number: (559)675-5749
Email Address: mmendez@maderacap.org	

Name: Sara Bosse	Title: Public Health Director
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<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A227&prop=7&status=20>

10/13

Company/Agency Madera County Health Department	Tel. Number: (559)675-7893
Email Address: Sara.Bosse@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :**CORPORATION DIRECTORS:**

How often does the Board meet? 1 Monthly

What was the average number of Board members attending meetings last year? 7

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

Minimum: 5 Maximum: 8

Date of Incorporation: 1987

FINANCIAL:

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

We have been approved from FEMA PHASE 39 \$19K and from FEMA PHASE ARPAR \$30K. Also From Bank of America we received \$3K. Please keep in mind that we are operating with an annual budget of \$900,900. For instance, for this year we have budgeted just for utilities \$68,200.

How often are financial records audited, and by whom?

Monthly review by accounting Consultant Robynne Whetton & CPA Annually

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

Yes ☒ No

If so, for how much? N/A

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

N/A

List any outstanding obligations:

N/A

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed:			
Benefits			\$0
Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Non-Personnel			
Move-In Assistance			\$0
Supplies &	\$3,000		\$3,000

Materials			
Equipment			\$0
Communications			\$0
Meetings & Convenings			\$0
Travel & Transportation			\$0
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed: 4			
Utilities	\$20,000		\$20,000
Insurance	\$10,000		\$10,000
Printing	\$1,500		\$1,500
	\$0		\$0
Subtotal Non-Personnel	\$34,500	\$0	\$34,500
Total Personnel & Non-Personnel	\$34,500	\$0	\$34,500
Indirect Costs			\$0
TOTAL	\$34,500	\$0	\$34,500
Proposed # of Persons Served:	200		
Cost per Individual	\$173		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
- ☒ Organization Chart
- ☒ Non-Profit Determination Letters, IRS & State (501.3.c)

Link or Explanation for Missing Attachments

[MRM Articles of Incorporation Bylaws.pdf](#)
[MRM Organization Chart.pdf](#)

See the up attached file

[501_2022.pdf](#)
[MRM Financial Statements.pdf](#)

7/7/22, 3:42 PM

City Data Services - Madera

- ☒ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any

- ☒ Program Intake Policies
- ☒ Client Intake Form

- ☒ Evaluation Document
- ☐ Board Certification
- ☒ Board Roster
- ☒ Other - Financial supporting documentation
- ☒ Other - MRM 2022 Budget

See the Up attached file
We are not mandated to have Audited Financial

[MRM_Program_Intake_Policies.pdf](#)

Intake form is Included with the intake polices file

See the Down attached file

N/A We don

[MRM_Board_of_Director_List_2022-2023.docx](#)

[Financial_supporting_documentation.pdf](#)

[Evaluation_document_forms.pdf](#)

[Client_Intake_Form.pdf](#)

[501_2022.pdf](#)

[MRM_2022_Budget.pdf](#)

Submitted By: Ligia Pacheco
Date Signed: 06/17/2022

Approved By: Marcela Zuniga
Date Signed: 06/17/2022

Initially submitted: May 26, 2022 - 10:24:18

Returned to Draft 06-17-2022 by Madera
Reason: Please submit a revised budget.



City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Exhibit C

Program:
Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date:	IDIS #:
Agency Name:	PO #:
Agency Address	
Program Name:	Grant Year:
Program Description:	Report Period:
Prepared By:	Phone #:
E-mail:	

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
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2. Income Data - Unduplicated PERSONS Served [View AMI Table](#)

– NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total
Extremely Low Income (0 - 30% AMI)					
Very Low Income (31 - 50% AMI)					
Low Income (51 - 80% AMI)					
Moderate Income (> 80% AMI)					
TOTALS					

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											0	0
Black/African American											0	0
Asian											0	0
Amer. Indian/Alaskan Native											0	0
Native Hawaiian/Pacific Isl.											0	0
Amer. Indian/White											0	0
Asian/White											0	0
Black/White											0	0
Amer. Indian/Black											0	0
Other											0	0
TOTAL	0	0									0	0

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)

[Click here to go to the Upload Documents page](#) (Your report will be saved)

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 55150 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.

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- 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. 94-115) 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.

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- 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

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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 (PLD-00-10)

Issued: December 26, 2000
Expires: December 26, 2001

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

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act (ADA) and its implementing regulations (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG program. 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 recipient's 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)(3))

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the ITUD 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 discriminating in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exception contained at section 4.1.7(5) and section 4.1.6(1)(i) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at 202-514-0301 (voice) and 202-514-0303 (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 II 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/fin/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>CFD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3039	860 740-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-1167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232 1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766 5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4341 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2707	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-1214 x8100	414 297-3214
Columbus, OH	614 469-5777 x8240	614 469 5777 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AR	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6883
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-7349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$35,400) WITH
O.L.I.V.E. CHARITABLE ORGANIZATION**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with O.L.I.V.E. Charitable Foundation in the amount of \$35,400 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and O.L.I.V.E. Charitable Organization.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND O.L.I.V.E. CHARITABLE ORGANIZATION**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and O.L.I.V.E. CHARITABLE ORGANIZATION, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed \$35,400 in fiscal year 2022-2023. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "D"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. Reports/Required Notifications

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

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

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

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this

Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants 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 "B."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

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

24. Independent Contractor

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

25. Insurance Requirements for Subrecipients

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and \$500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

//

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
O.L.I.V.E. CHARITABLE ORGANIZATION
1625 Howard RD #170
Madera, CA 93637

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

c. Interpretation

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

d. Severability

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

e. Execution in Counterparts

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

O.L.I.V.E. CHARITABLE ORGANIZATION:

By: _____
Santos Garcia, Mayor

By: _____
O.L.I.V.E. Charitable Organization

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**FY 2022-2023 Budget
O.L.I.V.E. CHARITABLE ORGANIZATION
O.L.I.V.E. Charitable Organization**

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	
Taxes	
Subtotal Personnel	\$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	\$2,000.00
Training	
Consulting	\$6,000
Evaluation	
Other Lines needed: 3	
Rent for Safe House in Madera	\$15,000
Food/Clothing for Tenants	\$6,800.00
Utilities for Safe House	\$5,600
Subtotal Non-Personnel	\$35,400.00
Total Personnel & Non-Personnel	\$35,400.00
Indirect Costs	
TOTAL	\$35,400.00
Number of Persons Served:	19
Cost per Individual	\$1,863

Choose Font: 20 ▼

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	O.L.I.V.E. Charitable Organization
Name of Project:	The Bennett House
Street Address/Service Area of Project:	1625 HOWARD RD. #170
City: MADERA	Zip: 93637
Amount Requested for this Project:	\$37,400
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93637
City: Madera	Zip: CA
Grant Administrator : April Molina	Title: Operations Director
Phone: 5597068455	Email: olivemadera2015@gmail.com
SAM Number: 080412573	System for Award Management (Formerly, CCR) Number
UEI Number:	Federal EIN/TIN Number: 84-2806845
Program/Project Administrator: April Molina	Title: Operations Director
Phone: 5597068455	Email: olivemadera2015@gmail.com
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max): Olive partners with local law enforcement and other agencies to identify, rescue and rehabilitate victims of sex trafficking.	

CDBG PUBLIC SERVICES APPLICATION

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

whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

Lt. Daniel Foss of Madera Police Department noticed a gap in resources for women who are trapped in the illegal sale of commercial sex. It has been documented by law enforcement agencies and non-profits for about 10 years that commercial sex is mostly the crime of sex trafficking. Sex trafficking means there is a person selling another person to a third person for commercial sex. This crime has only been identified through law enforcement agencies for approximately 10 years. This industry went on being misunderstood for decades. Our resources for this information come directly from local agencies like, Central Valley Justice Coalition, Fresno EOC, Madera Police Department, as well as nationwide agencies like Polaris, Federal Bureau of Investigation, and Thorn. Thorn has developed technology that is used by law enforcement to track the online sales of victims. Having direct ties with law enforcement gives us an edge on this important technology. Currently, when we log onto Thorn's website, we can pull up over 20,000 ads for illegal sale of commercial sex. Not all of those are in Madera, however, we have estimated that on any given day, about 250-300 are in Madera. There is a great need for supportive services of victims of sex trafficking in this area. With Madera being so close to Fresno, we have victims that cross county lines all the time.

2. EXISTING SERVICES: List other agencies currently addressing the need or problem described above. OLIVE Charitable Organization is currently the only agency that offers specialized housing, counseling, and case management for victims of human sex trafficking in Madera City/County.

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

Our program works in partnership with other agencies as the needs of the client become clear. When a person enters our program or safe house, they are connected to all the necessary services they need. We walk them through the paperwork, provide transportation to and from appointments, and connect them with any and all services

available. We have helped with medi-cal, social security, ID cards, parenting classes, applying for county workforce, etc. Those who are referred to our agency, enter the Elevate Academy through Rebecca Bender's non-profit organization that specializes in education for victims of sex trafficking, as well as trauma counseling that specifically targets victims of sex trafficking. If there is a service that is necessary for rehabilitation but unavailable in Madera City/County, we seek it out in other counties. Our goal is to provide all the available opportunities for empowerment and success.

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

OLIVE measures effectiveness through daily interaction and personal growth of the clientele. We compare their behavior from our first interaction to each day they are in our safe house. How are they responding to outside stimuli? Are they less afraid? Are their drug tests reflecting progress? Are we receiving positive reports from counselors? Is the individual seeking outside education or employment? All these questions are answered on a daily level.

5. Mark the box below that indicates the national objective met:

- ☒ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)
 - ☐ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
 - ☒ **LMC-Limited Clientele.** 570.208(a)(2)
 - ☒ **Limited Clientele.** 570.208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.
 - ☒ **Presumed Benefit.** 570.208(a)(2)(ii)(A) Clients served are primarily

and specifically from one of the following groups:

- Abused children
- Battered spouse
- Elderly persons (62 years of age or older)
- Illiterate persons
- Migrant farm workers
- Handicapped individuals
- Homeless persons
- Persons with AIDS

○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

○ **Income Certification.** 570.208(a)(2)(i)(c) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).

○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).

○ **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

○ **Urgent Need.** 570.208(c) Community development activities having an

urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

The measurable objective that Olive meets falls under LOW/MOD: "Area Benefit, Limited Clientele, and Housing." Through the services offered by Olive, all these criteria are met. Area Benefit: Our outreach is specific to street level prostitution. This issue is growing and is usually met with hostility from community members. It is also unsafe for many low-income women and young girls in our community as they are direct targets of traffickers. Sex trafficking touches the lowest level of income the most often. Prevention and assistance to high-risk individuals and victims of sex trafficking reduces crime in most areas of the city, as well as helps to eliminate poverty. Limited Clientele: All the clientele of Olive fall into the low/mod category. Olive limits its services to only victims of sex trafficking. The victims have no income of their own, no housing options, no stable jobs, and no way to provide for themselves. All our clientele has experienced severe abuse and trauma. All the clientele of Olive are homeless when first contact is made. Housing: Olive provides a "safe house" specifically designated for victims of sex trafficking. Our shelter provides much needed safety from violence and threats of violence by traffickers. This house is meant to be temporary, but long enough to get our clientele proper trauma counseling for behavioral health issues, obtaining proper identification, reunification with family, referrals to rehabilitation programs, connecting to health screenings, allowing time for housing through state and local programs, and provide workforce/school assistance. All these services are free all of charge for clientele.

7. How will your program meet its goals in one year?

Olive's goals are simple, help victims maintain their own personal goals. Olive works with victims to set their own goals. Once the needs of each client becomes clear, we help victims prioritize the most immediate need to the ones that can happen later. Once priority is established, our job becomes assistance and accountability. Our clients do the work themselves. This builds empowerment within the

person and a sense of value and pride. Once that is established, the goals become accessible in the mind of the client.

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

Olive has applied for funding through Community Corrections Partnership Madera County for wages for two employees. The grant monies are tied to AB-109 Public Safety Realignment Act of 2011. Olive fits the profile for this money because we handle a population that is both criminal and victim related. Although we assist "victims" of sex trafficking, often this is translated into the crime of prostitution in the current justice system. The majority of our clients are either on probation or have been charged/convicted of the non-violent crimes of drugs or prostitution. This funding from CCP was approved May 26th, 2021 and ends on December 31st, 2022. We will be requesting more funding for the following year at their next meeting in June. We also host an annual fundraiser. The donations from the community go to the direct needs of the victim and are used to fill the gaps of grant monies. The funding we are asking from CDBG will be for housing and transportation. No wages will be used from the CDBG funding source.

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

Olive hosts an annual dinner/auction fundraiser every spring. This year, our fundraiser netted approximately \$43,000.00. Our plan is to host another smaller fundraiser this summer in the form of a 'drive thru' dinner. The goal for that fundraiser is to net \$5,000.00. Our fundraising efforts are raising more money each year. As the community becomes more aware of the struggles that human trafficking survivors suffer with, the more support we receive. We also plan on hosting a 5k race in Madera to

hopefully bring in more support and provide more awareness to our community. We have also been in contact with a person who organizes 'pop-up' events. She would like to spread the word about us that way as well.

Pre-covid, our fundraisers brought in about \$15-20,000.00 annually. Due to the opening of our safe house locations, community members have doubled their giving. As more community members become aware of trafficking in our city, we anticipate the number of donors and donations to increase in the coming years.

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

Olive continues to have a great relationship with community members. Our ongoing relationships with Soroptomist, Rotary, Lions and other agencies are important to us. We have several volunteers that are heavily involved with our organization as well. If it were not for the generosity of our community, we would cease to exist. Our annual dinner/auction sold out for the first time this year. We have reached out to our partners via email and have attached letters of support. We receive multiple referrals to our agency from agencies outside our own county.

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

It is not always a viable option to keep sex trafficked victims in the county they were found in. Because of this, Olive rents a safe house in Fresno. This location is supported by the donations that have been received through fundraising.

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

Olive is a 'first come, first serve' agency. In the case of overflow of clients, we have partnered with other agencies outside of Madera that we refer them to. We have spent the

last 4 years building a network of agencies between Fresno, Merced, and Modesto. Olive has grown at a rapid rate, so we had to have alternative solutions so we do not leave anyone without services.

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

The success of Olive depends on the success of the survivor. Although Olive won Non-Profit of the Year for 2021, our success is really in our first safe house tenant. This young lady came into our newly renovated building last year in February and has excelled. She has finished her rehab program and parenting classes. She started her first job and has even applied for Fresno City College to become a drug counselor. She continues in therapy and is currently working through the court system on pending charges. We currently have a survivor of exploitation living in our safe house who has severe physical illness. We are working with her through the healthcare system to save her life. Safety and a stable environment are a top priority when dealing with health issues. The fact that she doesn't have to stress about where she is going to stay is a success. We also have a brand new survivor who has only been with us a short time. Since she's been with us, she's set personal goals. Some are short term goals, others are longer term goals. The final survivor that resides in our house is set to testify against her abuser. She's working on getting her first job in over 20 years and she's studying to take the GED exam.

Olive has also provided a safe place for many young women in our community this past year while waiting to go into inpatient programs. There's a statistic from District Attorney's nationwide that states, every third day a woman is on the streets, she is sexually assaulted significantly. If we can keep the trauma from getting worse, then we have succeeded.

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

Olive has seen exponential growth in the last 6 ½ years. Olive has gone from one Lieutenant volunteering his time helping one or two victims, to a team of staff and several volunteers helping multiple victims. Over the last four

years, Olive has gone from 1 client to assisting over 20 clients at a time. Olive has spent the last 5 years expanding partnerships with other local law enforcement and human trafficking agencies and have significantly expanded our services. Olive has also made great progress in the last few years with reaching out to area agencies and building partnerships with community service clubs, businesses, and other non-profits. We now offer transportation services, housing options, trauma counseling, help with obtaining proper identification, and assistance with connecting to proper resources. We also assist with navigating all available options through the state of California and beyond. We have a success rate of about 85%, however, we are still in contact with the 15% that did not want our services. In the past two years, we have not had to do any street outreach ourselves. We have had different agencies reach out to us instead. Those agencies consist of but are not limited to Fresno Probation, California State Parole, CAPMC, Central Valley Justice Coalition, Central Valley Against Human Trafficking, World Impact, Madera Police Department, Madera County Sheriff's Office, Madera County Behavioral Health, Breaking the Chains, Haven of Modesto and many others. The number of identifiable victims of human trafficking will only increase in years to come. It is imperative that our growth includes other agencies. The larger our network gets, the more success we can have at recognizing and providing needed services.

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

Olive is the only recorded agency in all of Madera County that directly targets the population of sex trafficked victims. As other agencies have a variety of services, Olive has one. Our focus will remain on street level prostitution and sexual exploitation. Documentation is in our assessment form. We ask very direct questions during the assessment process to be sure they are victims of human sex trafficking or exploitation. Once that is identified through our assessment process, we move forward with services. If it is found that this is not the case, we refer to an agency that better fits the individuals needs.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	250
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	19
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input type="radio"/> Yes <input checked="" type="radio"/> 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.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
0-5	
6-12	
13-17	
18-34	10
35-54	6
55-59	3
60-64	
65+	
Total	19

GENDER	
Female	19
Male	
Total	19

Female-Headed Households	3
--------------------------	---

Ethnic Categories*	Clients
Hispanic or Latino	8
Not-Hispanic or Latino	11
Total	19

Racial Categories*	Clients
--------------------	---------

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A238&prop=14&status=20>

10/15

American Indian or Alaska Native	1
Asian	2
Black or African American	10
Native Hawaiian or Other Pacific Islander	0
White	4
Other	2
Total	19

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

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

can be used in addition to "Black" or "African American."

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

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation?

Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Olive maintains a relationship with community members year round. We've sent out a request for signatures from all our supporters and sponsors. Olive also hosts the 'Red Sand Project' each year. This brings awareness to the community as well as on social media.

2. Note complaints that have been received, etc.

We have not received any complaints.

3. Provide evidence of collaboration with other agencies within the community.

In June of 2021, Olive was added to the 'Pledge 2 Stop Trafficking' campaign. This campaign is a valley-wide corroboration of anti-trafficking agencies who are all working in partnership towards better resources, education and awareness for survivors of labor and sex trafficking.

Visit the website at:

<https://www.pledge2stoptrafficking.org/> We have also provided an MOU signed by our agency for this co-op. Currently, there are 12 agencies attached to this co-op.

F. REFERENCES:

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

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

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

Name: Alicia Bennett	Title: Property Owner
Company/Agency	Tel. Number: 425-531-2389
Email Address: akbennett1985@yahoo.com	

Name: Mike Farmer	Title: Chaplain/Pastor
Company/Agency 4th Street Church of God	Tel. Number: 559-706-4202
Email Address: mfarmer@fourthstreet.org	

Name: Debra Rush	Title: Director
Company/Agency Breaking the Chains	Tel. Number: 559-283-0065
Email Address: debra@btfresno.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? Quarterly

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

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

Minimum: 5 Maximum: 51

Date of Incorporation: 3/9/2020

FINANCIAL:

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

Community Corrections Partnership through AB-109

How often are financial records audited, and by whom? We have never been audited.

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

Yes ☒ No

If so, for how much?

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

We have no pending judgements or lawsuits.

List any outstanding obligations:

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A238&prop=14&status=20>

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We have no outstanding obligations.

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed:			
Benefits			\$0
Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials			\$0
Equipment			\$0
Communications			\$0
Meetings & Convenings			\$0
Travel & Transportation	\$3,000		\$3,000
Training			\$0
Consulting	\$6,000		\$6,000
Evaluation			\$0
Other Lines needed: 3			
Rent for Safe House in Madera	\$15,000		\$15,000
Food/Clothing for Tenants	\$7,800		\$7,800
Utilities for Safe House	\$5,600		\$5,600
Subtotal Non-Personnel	\$37,400	\$0	\$37,400
Total Personnel & Non-Personnel	\$37,400	\$0	\$37,400
Indirect Costs			\$0
TOTAL	\$37,400	\$0	\$37,400
Proposed # of Persons Served:	19		
Cost per Individual	\$1,968		

Attachments

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A238&prop=14&status=20>

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(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
- ☒ Organization Chart
- ☒ Non-Profit Determination Letters, IRS & State (501.3.c)
- ☒ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☒ Client Intake Form

- ☒ Evaluation Document
- ☐ Board Certification
- ☒ Board Roster
- ☒ Other - Program Timeline
- ☒ Other - Letters of Support

Link or Explanation for Missing Attachments

[OLIVE Bylaws 1 1.docx](#)
[Articles of Incorporation.pdf 3.pdf](#)
[Board Members and Staff.pdf](#)

[IRS Determination Letter 2.pdf](#)
[Certified 100 1.pdf](#)

[Olive Checkbook 2022.xlsx](#)

We have never been audited
 These are covered on our intake form

[ASSESSMENT FORM 8.pdf](#)
[Drug Test Results Form.pdf](#)
[Olive House Liability Waiver 2021.pdf](#)
[Tenant Rules for Safe House.pdf](#)
[Drug Test Results Form.pdf](#)
[Contact Report 1.pdf](#)
[Tenant Rules for The Bennett House.pdf](#)

Not board certified
[Board of Directors.pdf](#)

[Program Timeline.pdf](#)
[Pledge to Stop Trafficking MOU SIGNED BY OLIVE.pdf](#)
[Support Letter from Mike Farmer.pdf](#)
[Support Letter from Theresa Farmer.pdf](#)
[Support Letter from Andy Medellin.pdf](#)
[Support Letter from Celeste Voyles.pdf](#)
[Support Letter 2022 Alyssa Meza.pdf](#)
[Support Letter 2022 Kelsie Hickman.pdf](#)
[CCP May 26 2021 Minutes 2.pdf](#)

Submitted By:	April Molina
Date Signed	05/26/2022
Approved By:	Marcela Zuniga
Date Signed	06/17/2022
Approval Modified By	Marcela Zuniga
Date Signed	06/20/2022

Initially submitted: May 26, 2022 - 10:32:06



City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Exhibit C

Program:
Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date:	IDIS #:
Agency Name:	PO #:
Agency Address	
Program Name:	Grant Year:
Program Description:	Report Period:
Prepared By:	Phone #:
E-mail:	

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
----------	------	----	----	----	----	----------------

2. Income Data - Unduplicated PERSONS Served [View AMI Table](#)

– NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total
Extremely Low Income (0 - 30% AMI)					
Very Low Income (31 - 50% AMI)					
Low Income (51 - 80% AMI)					
Moderate Income (> 80% AMI)					
TOTALS					

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											0	0
Black/African American											0	0
Asian											0	0
Amer. Indian/Alaskan Native											0	0
Native Hawaiian/Pacific Isl.											0	0
Amer. Indian/White											0	0
Asian/White											0	0
Black/White											0	0
Amer. Indian/Black											0	0
Other											0	0
TOTAL	0	0									0	0

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)

[Click here to go to the Upload Documents page](#) (Your report will be saved)

City Data Services - San Mateo, CA
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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55150 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.

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- 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. 94-115) 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.

Page 2 of 3

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

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4

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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 (PLD-00-10)

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Page 1 of 7

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 recipient's 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)(3))

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the ITUD 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 discriminating in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exception contained at section 4.1.7(5) and section 4.1.6(1)(i) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at 202 514-0301 (voice) and 202-514-0383 (TTY). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title II 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>CFD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3039	860 740-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-1167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232 1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766 5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4341 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2707	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-1214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469 5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AR	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6883
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-7349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$10,000) WITH
PEQUENOS EMPRESARIOS**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Pequenos Empresarios in the amount of \$10,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Pequenos Empresarios.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND PEQUENOS EMPRESARIOS**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and PEQUENOS EMPRESARIOS, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed \$10,000 in fiscal year 2022-2023. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "D"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. Reports/Required Notifications

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

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

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

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this

Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants 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 "B."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

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

24. Independent Contractor

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

25. Insurance Requirements for Subrecipients

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and \$500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

//

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
PEQUENOS EMPRESARIOS
Madera, Ca 93638
16905 Road 26 Suite 103, CA 93637

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

PEQUENOS EMPRESARIOS:

By: _____
Santos Garcia, Mayor

By: _____
Pequenos Empresarios

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**FY 2022-2023 Budget
PEQUENOS EMPRESARIOS
Pequenos Empresarios**

Budget Line Item	Madera
Personnel Lines needed:	
Benefits	
Taxes	
Subtotal Personnel	\$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	\$450.00
Equipment	
Communications	\$400.00
Meetings & Convenings	
Travel & Transportation	
Training	\$0
Consulting	
Evaluation	
Other Lines needed: 7	
Payroll	\$1,540.00
workshops	\$2,240.00
graduations	\$0.00
Utilities	\$120.00
insurance	\$0.00
Teachers & Trainers	\$2,700.00
Rent	\$2,550.00
Subtotal Non-Personnel	\$10,000.00
Total Personnel & Non-Personnel	\$10,000.00
Indirect Costs	
TOTAL	\$10,000.00
Number of Persons Served:	20
Cost per Individual	\$500

Choose Font: 20 ▼

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Pequenos Empresarios
Name of Project:	Ninos en Accion
Street Address/Service Area of Project:	16905 Road 26 Suite 103
City: Madera	Zip: 93638
Amount Requested for this Project:	\$89,358
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, Ca 93638
City: 16905 Road 26 Suite 103	Zip: 93637
Grant Administrator : Berenice Solis	Title: Public Relations
Phone: 9097716763	Email: Madera, Ca 93638
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: 16905 Rd 26 Suite 103	Federal EIN/TIN Number: 45-5640209
Program/Project Administrator: Leonor Hipolito	Title: President
Phone: 5597184801	Email: 16905 Rd 26 Suite 103
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max): Offering bilingual workshops to help develop social skills, financial literacy, family and community bonds, emotional intelligence, assisting with positive self esteem, environmental awareness, personal evaluation, values and proper etiquette.	

CDBG PUBLIC SERVICES APPLICATION
1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:(Describe the community need or problem to

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A232&prop=103&status=20>

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be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

Educational workshops that assist abused, abandoned or neglected children by offering healing and emotional intelligence support SOURCE:(Previous Workshops held) Help assist low-income individuals to create an unlimited mind set of possibilities. 2021 census data shows that 55.2% of age groups 16+ enter labor force. (SOURCE: census.gov) Programs to assist with job skills development and job placement. According to the Madera juvenile data base, 3067 juveniles are incarcerated yearly. We offer a community network of assistance to prevent the statistics from continuing to grow.

2. EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
Kidshealth.org, childmind.org, and Unicef.org, bgca.org

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

Our services are geared towards reinforcing the core subjects to better prepare students and help them improve academically. Additionally, students are taught personal growth by finding their strengths and acknowledging their weaknesses. Another example of our unique program is we offer cultural and traditional acknowledgment. We offer

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

Children are provided with a questionnaire to analyze their skills. During the course, children receive one on one sessions to measure course progress through personal testimonials. Children are able to validate the impact of the program and describe the impact it has created in their lives. A survey is provided to the children after completing a course to measure its success.

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

- **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
- **LMC-Limited Clientele.** 570.208(a)(2)
 - **Limited Clientele.** 570.208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.
 - **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:
 - Abused children
 - Battered spouse
 - Elderly persons (62 years of age or older)
 - Illiterate persons
 - Migrant farm workers
 - Handicapped individuals
 - Homeless persons
 - Persons with AIDS
 - **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
 - **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.
 - **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."
 - **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
 - **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less

than under limited circumstances under 24 CFR [570.208\(a\)\(2\)\(iv\)](#), (a) and (b).

○ **LMH-Housing Activities.** [570.208\(a\)\(3\)](#) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** [570.208\(a\)\(4\)](#) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** [570.208\(b\)](#) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

○ **Urgent Need.** [570.208\(c\)](#) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

Our objectives are measured by the outcome of our student surveys/testimonies from when they enter our workshop phase 1 to the final phase. We also measure our objectives by the input we gather from our parents, staff and coaches at the end of our workshops. When beginning our program the student starts with very low self esteem, quite and close minded. Then receives the tools to properly communicate with others and build confidence to make an impact in their future by our final workshop.

7. How will your program meet its goals in one year?

Our goal is to accentuate our program by gathering the proper tools to facilitate our leaders and staff with more trainings to better educate our children. By doing so we expand our children's learning capacity and overall growth.

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

Other applications submitted apart from the City of Madera that have not been funded are the following: Wells Fargo,

Latino Community Foundation, Latino Giving Circle,
Vaccinate all 58, New York Life.

****At the moment we are not committed to any funders****

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

No current fund raising due to COVID-19. All support has been from our community partners. We plan on starting community fund raisers in the near future.

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

Public participation was achieved through social media ads, parents, family members and children spreading the word of our movement. Our community supported us by donating their time as well as food and supplies for our kids.

They support us as volunteers by promoting our programs and services.

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

We primarily service our community of Madera and during COVID were able to expand our services outside of our geographical area to a few surrounding cities. Our online workshops were never funded by any outside organizations.

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

Children are selected on a first come first serve basis.

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

Since the program started in 2010 we have 70% of participating families start a new business. Additionally,

since the program inception, 90% of the students who have received the services have considerably increased their academics and overall growth.

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

In our twelve years of serving the community, the Pequeños Empresarios program has grown each year. We have increased the number of children and families enrolled in the program. We have added more services and workshops. We were able to provide PPE supplies and have been able to provide substantial information and updated regulations.

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

We've increased the age criteria from 7-12 to now 7-17. We are now offering our workshops to all high schools in Madera County. We have also provided information about local resources available to our community.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	28,541
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	500
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input checked="" type="radio"/> Yes <input type="radio"/> 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.	<input checked="" type="radio"/> Yes <input type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answer to #3 above. Limit your	

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A232&prop=103&status=20>

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response to the space below
expanded the age required to attend the program.

AGE	
0-5	0
6-12	200
13-17	200
18-34	70
35-54	30
55-59	0
60-64	0
65+	0
Total	500

GENDER	
Female	300
Male	200
Total	500

Female-Headed Households	30
--------------------------	----

Ethnic Categories*	Clients
Hispanic or Latino	500
Not-Hispanic or Latino	0
Total	500

Racial Categories*	Clients
American Indian or Alaska Native	0
Asian	0
Black or African American	0
Native Hawaiian or Other Pacific Islander	0
White	0
Other	500
Total	500

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and

Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

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

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation?

Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Public participation was achieved through social media ads, parents, family members and children spreading the word of our movement. Our community supported us by donating their time as well as food and supplies for our kids.

They support us as volunteers by promoting our programs and services.

2. Note complaints that have been received, etc.

No complaints received.

3. Provide evidence of collaboration with other agencies within the community.

Madera Mission, Mexican Consulate, Fresno Area Hispanic Foundation, Lideres Campesinas, Binational Central California.

Evidence will be provided below.

F. REFERENCES:

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

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

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

Name: Emlen Miles-Mattingly	Title:CEO
Company/Agency Gennext Wealth	Tel. Number: 559-681-9838
Email Address: emlen@gennextwealth.com	

Name: Olga Nunez	Title: Director
Company/Agency California State University Fresno Foundation	Tel. Number: 559-545-8415
Email Address: nunezo@mail.fresnostate.edu	

Name: Dora Westerlund	Title: CEO
Company/Agency Fresno Area Hispanic Foundation	Tel. Number: 559-577-2975
Email Address: dwesterlund@fresnobh.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 1 / Month

What was the average number of Board members attending

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A232&prop=103&status=20>

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meetings last year? 6

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

Minimum: 3 Maximum: 7

Date of Incorporation: 10/28/2013

FINANCIAL:

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

Wells Fargo \$20,000 approval pending

Vaccinate ALL 58 \$5,000 approval pending

Fresno Area Hispanic Foundation- \$1,200 received

City of Madera \$2,453 received

Graduation funding

Creative Leadership Associates \$300

Prime AG \$700

Sabor es poder \$700

Central Valley lawn care \$300

Jose Ramirez \$250

CVRC services \$300

Madera Martial Arts \$300

Jose Soliz \$1,000

New York life \$1,200

Maria Tapia \$300

EC services \$300

Welcome Tech \$700

How often are financial records audited, and by whom?

Financial records are done once a month. Done by Maria

Vargas Treasurer

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

Yes ☒ No

If so, for how much?

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

none

List any outstanding obligations:

none

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed:			
Benefits			\$0

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A232&prop=103&status=20>

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Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$7,925		\$7,925
Equipment			\$0
Communications	\$4,186		\$4,186
Meetings & Convenings			\$0
Travel & Transportation			\$0
Training	\$0		\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed: 7			
Payroll	\$30,000		\$30,000
workshops	\$8,600		\$8,600
graduations	\$6,000		\$6,000
Utilities	\$2,514		\$2,514
insurance	\$2,913		\$2,913
Teachers & Trainers	\$17,100		\$17,100
Rent	\$10,120		\$10,120
Subtotal Non-Personnel	\$89,358	\$0	\$89,358
Total Personnel & Non-Personnel	\$89,358	\$0	\$89,358
Indirect Costs			\$0
TOTAL	\$89,358	\$0	\$89,358
Proposed # of Persons Served:	500		
Cost per Individual	\$179		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments!

Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
- ☐ Organization Chart
- ☒ Non-Profit Determination Letters, IRS & State (501.3.c)
- ☒ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☒ Client Intake Form
- ☐ Evaluation Document
- ☐ Board Certification
- ☒ Board Roster
- ☐ Income Certification Form
- ☒ Other -
- ☒ Other - Children Questionnaire

Link or Explanation for Missing Attachments

[ARTS-PB-338.pdf](#)
[P.E. BY-LAWS_OF334.pdf](#)

We do not have a current chart at the moment

[501_c388.png](#)
[secretaryofstate341.pdf](#)
[STATE_OF_CALIFORNIA40.pdf](#)

[30_de_abril_de_2022336.pdf](#)
[30_de_abril_de_2022337.pdf](#)

No Audits

N/A
[client_form.pdf](#)

N/A

N/A
[BoardofDirectors342.docx](#)

N/A
[state_form340.pdf](#)

[empresarios.JPG](#)
[EMPRESARIOS35.pdf](#)
[EMPRESARIOS34.pdf](#)
[EMPRESARIOS33.pdf](#)

Submitted By: Leonor Hipolito
 Date Signed: 06/17/2022

Approved By: Marcela Zuniga
 Date Signed: 06/17/2022

Initially submitted: May 26, 2022 - 15:44:09

Returned to Draft 06-17-2022 by Madera
 Reason: Please submit a revised budget.



City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Exhibit C

Program:
Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date:	IDIS #:
Agency Name:	PO #:
Agency Address	
Program Name:	Grant Year: Report Period:
Program Description:	
Prepared By: <input type="text"/>	Phone #: <input type="text"/>
E-mail: <input type="text"/>	

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
----------	------	----	----	----	----	----------------

2. Income Data - Unduplicated PERSONS Served [View AMI Table](#)

– NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total
Extremely Low Income (0 - 30% AMI)					
Very Low Income (31 - 50% AMI)					
Low Income (51 - 80% AMI)					
Moderate Income (> 80% AMI)					
TOTALS					

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											0	0
Black/African American											0	0
Asian											0	0
Amer. Indian/Alaskan Native											0	0
Native Hawaiian/Pacific Isl.											0	0
Amer. Indian/White											0	0
Asian/White											0	0
Black/White											0	0
Amer. Indian/Black											0	0
Other											0	0
TOTAL	0	0									0	0

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)

[Click here to go to the Upload Documents page](#) (Your report will be saved)

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 55150 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.

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- 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. 94-115) 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.

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- 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.

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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 (PLD-00-10)

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

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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 recipient's 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)(3))

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the ITUD 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 discriminating in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exception contained at section 4.1.7(5) and section 4.1.6(1)(i) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at 202-514-0301 (voice) and 202-514-0303 (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 II 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/fin/s104/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>CFD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3039	860 740-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-1167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232 1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766 5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4341 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2707	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-1214 x8100	414 297-3214
Columbus, OH	614 469-5777 x8240	614 469 5777 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AR	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6881
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-7349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$34,000) WITH
MADERA COALITION FOR COMMUNITY JUSTICE**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Coalition for Community Justice in the amount of \$34,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and MADERA COALITION FOR COMMUNITY JUSTICE, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed \$34,000 in fiscal year 2022-2023. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "D"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. Reports/Required Notifications

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

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

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

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this

Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants 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 "B."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

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

24. Independent Contractor

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

25. Insurance Requirements for Subrecipients

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and \$500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

//

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
MADERA COALITION FOR COMMUNITY JUSTICE
Madera, CA 93638
559 416-7401, CA

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

MADERA COALITION FOR COMMUNITY JUSTICE:

By: _____
Santos Garcia, Mayor

By: _____
Madera Coalition for Community Justice

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**FY 2022-2023 Budget
MADERA COALITION FOR COMMUNITY JUSTICE
Madera Coalition for Community Justice**

Budget Line Item	Madera
Personnel Lines needed: 1	
Coordinator	\$9,000.00
Benefits	\$1,000.00
Taxes	\$500.00
Subtotal Personnel	\$10,500.00
Non-Personnel	
Move-In Assistance	\$0
Supplies & Materials	\$100.00
Equipment	
Communications	\$600.00
Meetings & Convenings	\$0
Travel & Transportation	\$50.00
Training	
Consulting	
Evaluation	
Other Lines needed: 1	
Rental Assistance grants	\$22,000.00
Subtotal Non-Personnel	\$22,750.00
Total Personnel & Non-Personnel	\$33,250.00
Indirect Costs	\$750.00
TOTAL	\$34,000.00
Number of Persons Served:	130
Cost per Individual	\$262

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CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Coalition for Community Justice
Name of Project:	Madera Rental Assistance Project (MRAP)
Street Address/Service Area of Project:	219 S D st
City: Madera	Zip: 93638
Amount Requested for this Project:	\$86,825
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93638
City: 559 416-7401	Zip:
Grant Administrator : Baldwin Moy	Title: Grant manager
Phone:	Email: Madera, CA 93638
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: 219 S. D St.	Federal EIN/TIN Number: 77-0391942
Program/Project Administrator: 219 S D Street	Title: Madera, CA 93638
Phone: 559-674-5389	Email: 219 S. D St.
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max): In the aftermath of the pandemic moratorium and the expiration of the State's Housing is Key, many families are facing eviction due to nonpayment of rent. The simple fact is that their income is not keeping pace with the spiking cost of living. MRAP will help stem the increase in eviction and homelessness by tiding them over during periods of hardship.	

CDBG PUBLIC SERVICES APPLICATION
1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED:(Describe the community need or problem to

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A241&prop=12&status=20>

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be addressed by the proposed program. State how and by whom the need was identified. Cite your sources (e.g., U.S. 20XX Census Data Table X.)

There is nothing more devastating to a family than being homeless because it disrupts every aspect of the day-to-day lives of family members. Likewise, there is nothing more destabilizing for a community than to have a large number of residents suddenly becoming homeless with no housing especially given the area's static housing stock. There is the obvious health and safety dangers posed. But stressors begin building up long before the actual eviction causing an increase in domestic violence, child abuse, drug and alcohol abuse which take a frightful toll on families. As such, it is the most pressing emergency need in Madera even more so than food security. The featured headline of the May 2, 2022 edition of the Fresno read: Fresno tops CA, US om month-to-month rise in apartment rents." The same can be said about Madera by extension since it's just across the river and both housing markets are inextricably intertwined. The need for affordable housing has been documented in the local jurisdiction's housing plan and HUD Consolidated Plan for multiple decades. This is also reflected in Madera County and Chowchilla's planning documents. The need has become more acute with each succeeding year as families looking for housing outstrip the production of new housing. This reached crises proportions with the advent of COVID. Even though the threat of COVID has receded, the specter of rising homelessness continues as existential threat notwithstanding the fact that the federal CARES Act I & II helped staved off massive evictions by providing a temporary reprieve. In the past six months the landlords have launched a frontal assault against AB 1482 's rent cap by circumventing the law. Thus, once again, we are witnessing more and more tenants struggling with rent payment simply because their wages have not kept up with the ever-increasing cost-of living. As a consequence, many families are teetering on the brink of homelessness, experiencing transitory homelessness, overcrowding and/or overpaying for housing. Moreover, since the beginning of 2022, there have been a deluge of evictions. The need for rental assistance in the City of Madera is a vast understatement.

Overarching goal of Madera Rental Assistance Program

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A241&prop=12&status=20>

2/17

(MRAP) is to keep families facing loss of housing housed whether by keeping them in their current housing and failing that, putting them in new housing. In that connection, a secondary goal ensuring that their utilities are uninterrupted. Programs rules will be put in place and implemented to ensure that the funds are conserved, safeguarded and judiciously managed in order to maximize the number of families assisted.

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

The Madera County Rental, Mortgage and Utility Assistance Program was launched by the county this past June to help renters and homeowners to help them with their housing and utility payments. The program is open to all county residents up to 150% of average median income. Both MCCJ and CAPMC hold contracts with the County to assist in qualifying applicants and disbursing the funds. The funding comes from the American Rescue Plan Act. Due to the more lenient and generous rules of the program, it is anticipated that funds would be exhausted well before the end of the program.

CAPMC and CVOC receive money from other sources that they use to assist tenants unable to pay rent. However, the amount is approximately \$500 and in the case of the latter, only migrant families are eligible. Suffice it to say that the pool of rental assistance for non-COVID impacted tenants facing eviction is small and totally inadequate.

Madera County Department of Social Services provides welfare recipients facing imminent eviction with the first month's rent and security deposit. However, this is confined to families on public assistance and most are tenants are not receiving cash assistance or eligible due to legal status. More importantly, this fact is provided after the fact and not to keep families from losing their housing in the first instance. The fact of the matter is that it is near impossible to find new housing once evicted notwithstanding availability of first month's rent and deposit.

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

It will supplement existing services.

To the extent that MCCJ will be assisting families unable to pay rent, mortgage and/or utilities in the forthcoming fiscal year, the proposed Madera Rental Assistance Program will seamlessly work in tandem with the existing programs. These programs are a one-time per year only. (For working families living on the margins, a lot can happen in 12 months. It's predictable that they will encounter financial hardships.) MRAP affords MCCJ the flexibility to assist tenant families by resorting to yet another resource. Additionally, MCCJ operates PG&E's Reach program and California Public Utility Commission's TEAM program. The former is a utility payment assistance program and the latter a utility bill dispute. Further, staff will refer homeowners who are behind in mortgage payments to California Rural Legal Assistance that assist in loan modifications. Still further, as it did previously, MRAP will be able to continue counseling tenant families about employee sick pay due to COVID (SB 114), other rights and various income replacement opportunities making it a holistic program, i.e., one-stop shop.

MRAP will do the following:

- Assist families facing eviction due to nonpayment of rent which are not COVID related; Amounts will vary between \$500 to \$1500.
- Households seeking assistance will be provided with and required to complete an application and furnish supporting documents. All applications will be reviewed to determine the merits of their requests and amount of assistance granted. Decision whether to issue a grant and the amount will be completed within 48 hours. All payment disbursed will be made to the vendor (e.g., landlord). Staff will investigate to verify information provided.
- Staff will conduct outreach to publicize the program to residents of the City of Madera through its community networks and recruit the assistance of local agencies, nonprofits and faith institutions to refer clients in need. Staff also utilize local media (e.g., Madera Tribune, Radio Bilingue, Univision, etc.) as well.
- Services will be provided during business hours on a daily basis from MCCJ's office in downtown Madera. The manner in which intake will occur will be in-person, by phone, digitally or virtually depending on the State and local

protocol governing COVID-19.

- If applicable, information, assistance or referral to Housing Is Key.
- All applicants seeking financial assistance will be counseled on the availability of other resources, financial assistance, benefits, rights & job protections, and services to assist the distressed families in more than just preventing evictions and utility shutoffs. (E.g., UIB, SDI, paid or unpaid leave (California Paid Sick Days, Family Medical Leave Act & California Family Rights Act); private and government relief funds; housing rent deferment and mortgage forbearance programs and mitigation options; health advisory; local food distribution and free meal sites, etc.) Also, immigrants will be informed about eligibility for various public programs.

Program Protocol

Maximum monthly rental assistance or mortgage payment is \$1000 per households. Allowable maximum is \$3000.

Eligibility

- Applicant family must reside in the City of Madera at all times relevant to the making of the application.
 - Applicant must be either low- to moderate income according to HUD income guidelines.
 - Applicant families who have been evicted and currently without housing are eligible for first month 's rent and security deposit of up to a maximum of \$15
- Applicant who formerly lived in a household that received financial assistance under this program (rent, mortgage and/or utilities) will be ineligible to request assistance in his/her own stead. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.)
- Financial assistance allowable for obtaining new housing not resulting from eviction.

Assistance amounts

- Maximum monthly rental assistance is \$1000 per household. Grant will cover as many months as allowable per the maximum of \$1500.
- Each household is eligible to request assistance once.

Time period

- No financial assistance payment allowed that predate July

1, 2022.

- Any retrospective application of financial assistance toward a month prior to July 1, 2022 is not allowed. (MCCJ reserves the right to allow for hardship exceptions on case-by-case basis.)

Priorities

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

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

Timeline: This program will commence once it is funded which is anticipated to be the beginning or early June and it will continue until June 30th or later until all the funds allocated for financial assistance to households facing evictions or utility shutoffs are exhausted.

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

Month 2 through end of program: See clients Monday to Friday from 9 am to 5 pm and by appointments also -- interview, review application requesting financial assistance, counseling and referral. Continue outreach in

community. Use media (Univision and Radio Bilingue) to outreach to Spanish-speaking families

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

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

There are important indicators that will measure the number of applicants reached and served. A scoring rubric will be developed to allow staff to score each application to determine award of grant. Information from each application will be entered on to a tally sheet review by program manager and provided to the City upon request for purposes of ongoing monitoring of program.

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** [570.208\(a\)](#)

☒ **LMA-Area Benefit.** [570.208\(a\)\(1\)](#) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

☐ **LMC-Limited Clientele.** [570.208\(a\)\(2\)](#).

☐ **Limited Clientele.** [570.208\(a\)\(2\)\(i\)](#) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

☐ **Presumed Benefit.** [570.208\(a\)\(2\)\(ii\)\(A\)](#) Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse

- Elderly persons (62 years of age or older)
- Illiterate persons
- Migrant farm workers
- Handicapped individuals
- Homeless persons
- Persons with AIDS
- **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
- **Income Certification.** 570.208(a)(2)(i)(c) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.
- **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."
- **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
- **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(v), (a) and (b).
- **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.
- **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.
- **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.
For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.
- **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

Low- to moderate-income citizens will have access to safe, decent, and affordable housing.

Prevent and reduce homelessness.

7. How will your program meet its goals in one year?

Given the modest amount that is requested in the face of the high demand, it is anticipated that the funds will be quickly exhausted. The program will continue to operate to assist other tenants facing eviction by counseling and making referrals to other resources.

There are no other resources.

Staff coordinator will vigilantly follow the action plan and activities adopted to ensure that all the goals are attained. Board will provide oversight.

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

N/A

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

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

10. What was done to receive public input/participation?

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

The pandemic really tamped things down in terms of face-to-face meetings. It has received comments from its constituent families in its parent leadership classes, preschool, and other service programs. While it did not initiate a formal survey, through its many different projects at different sites and its work with other stakeholder agencies and entities in Madera over a number of years, MCCJ has been made aware of the dire housing needs especially now when they have been ratcheted up due to the pandemic from all these different sources. In that regard, the fear of evictions and utility shutoff cascading in the months ahead has been a real pressing concern.

There were no records maintained that documented this need.

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

N/A

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

Every client will be interviewed. If they are not eligible or otherwise not receiving a grant, they will still receive counseling and referrals made where appropriate to other services and resources.

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

MCCJ has been receiving CDBG funding since 2001 for different projects. It has received funding for its youth projects in the last ten years. All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space in downtown Madera. As it relates to the current application, Madera Youth Leaders have engaged in a number of art projects including: 1) a tribute to 9/11 ("Look back in tribute, go forward in unity"; 2) Cesar Chavez Day celebration at MUSD; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 4) wall mural at 126 N. B St.; 5) Black Lives street mural at same address; and 6)

"We Are One" mural exhibit currently installed at the Circle Art Gallery (<https://www.youtube.com/watch?v=Pk5vSqwUXto>). See photo attachments of the aforementioned.

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

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

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

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

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	250
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	250
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input type="radio"/> Yes <input checked="" type="radio"/> No
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation	<input checked="" type="radio"/> Yes <input type="radio"/> No

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A241&prop=12&status=20>

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to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.

5. Is a fee schedule used?

(If yes, attach a copy of the fee schedule.)

☐ Yes

☒ No

Please explain your answer to #3 above. Limit your response to the space below

AGE	
0-5	40
6-12	50
13-17	60
18-34	50
35-54	40
55-59	10
60-64	
65+	
Total	250

GENDER	
Female	140
Male	110
Total	250

Female-Headed Households	60
--------------------------	----

Ethnic Categories*	Clients
Hispanic or Latino	180
Not-Hispanic or Latino	70
Total	250

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	20
Black or African American	30
Native Hawaiian or Other Pacific Islander	
White	48
Other	152
Total	250

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for

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

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

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation?

Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Back in 2017-8, MCCJ sponsored Zocalo Madera, a public art space that hosted monthly events. Each event was attended by over 100 participants,/attendees. Additionally, one middle school and both high school classes participated. In its Black Lives Matter street mural (2021), the total participation exceeded 150. In its 2021-22, the events (paint parties) averaged over 75 youth each. Residents of the community regularly go by the wall mural that was install to see the art work. Street art is very popular inter-generationally but especially the younger population. One local official recently commented that the corner of 5th and B St. is the one bright spot in the downtown.

No official records maintained.

2. Note complaints that have been received, etc.
None.

3. Provide evidence of collaboration with other agencies within the community.

In the past 30 years, MCCJ has collaborated, cooperated and coordinated activities with local government, agencies, community organizations and the faith community. More specifically, as it relates to this project, it regularly work with CAPMC, CVOC, Madera Housing Authority, Camarena Health Center, MUSD, MCPHD, MCDSS, St. Joachim Church, and local businesses.

F. REFERENCES:

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

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

- Was your experience working with this agency successful?
- Have you seen at least one very successful project

developed by this organization/agency?

- Do you think they are doing a good job in Madera?

Name: Eddie Ocampo	Title: Director
Company/Agency Self-Help Housing	Tel. Number: 559-802-1683
Email Address: EddieO@selfhelpenterprises.org	

Name: Ara Kelegian	Title: Principal
Company/Agency Ripperdan Community School	Tel. Number: 559-674-0059
Email Address: arakelegian@maderausd.org	

Name: Mattie Mendez	Title: Executive Director
Company/Agency Community Action Partnership Madera County	Tel. Number: 559-675-5749
Email Address: mmendez@maderacap.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? monthly

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

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

Minimum: 4 Maximum: 14

Date of Incorporation: 1994

FINANCIAL:

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

N/A.

How often are financial records audited, and by whom? biennially

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

Yes ☒ No

If so, for how much?

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

None.

List any outstanding obligations:

None.

	Madera	Other Funding	Program Total
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<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A241&prop=12&status=20>

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Budget Line Item			
Personnel Lines needed: 1			
Coordinator	\$22,880	\$0	\$22,880
Benefits	\$1,610	\$0	\$1,610
Taxes	\$1,015	\$0	\$1,015
Subtotal Personnel	\$25,505	\$0	\$25,505
Non-Personnel			
Move-In Assistance	\$0		\$0
Supplies & Materials	\$200	\$0	\$200
Equipment			\$0
Communications	\$420	\$0	\$420
Meetings & Convenings	\$0	\$0	\$0
Travel & Transportation	\$300	\$0	\$300
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed: 1			
Rental Assistance grants	\$55,000		\$55,000
Subtotal Non-Personnel	\$55,920	\$0	\$55,920
Total Personnel & Non-Personnel	\$81,425	\$0	\$81,425
Indirect Costs	\$5,400	\$0	\$5,400
TOTAL	\$86,825	\$0	\$86,825
Proposed # of Persons Served:	250		
Cost per Individual	\$347		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the

box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment

- ☒ Articles of Incorporation and Bylaws
- ☒ Organization Chart
- ☒ Non-Profit Determination Letters, IRS & State (501.3.c)
- ☒ Most Recent Financial Statements
- ☒ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☒ Client Intake Form
- ☐ Evaluation Document
- ☒ Board Certification
- ☒ Board Roster
- ☒ Income Certification Form
- ☐ Other -
- ☐ Other - xyz

Submitted By: Marcela Zuniga
Date Signed: 06/17/2022

Approved By: Marcela Zuniga
Date Signed: 06/17/2022

Approval Modified By
Date Signed: //

Initially submitted: May 25, 2022 - 15:38:12

Link or Explanation for Missing Attachments

[artofincorp.pdf](#)

[org_chart_2.pdf](#)

[irs_501c3.pdf](#)

[2022-budget.pdf](#)

[auditmccj21.pdf](#)

Each project develops its own intake form

[File_Checklist_3.7.22-rap.docx](#)

N/A

[MCCJ_Board_Cert_5-25-22_CDBG_Application_for_City_0332_001.pdf](#)

[Board_of_Directors_List_2022.docx](#)

[2022Incomeguideline.pdf](#)



City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Exhibit C

Program:
Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date:	IDIS #:
Agency Name:	PO #:
Agency Address	
Program Name:	Grant Year:
Program Description:	Report Period:
Prepared By: <input type="text"/>	Phone #: <input type="text"/>
E-mail: <input type="text"/>	

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
----------	------	----	----	----	----	----------------

2. Income Data - Unduplicated PERSONS Served [View AMI Table](#)

– NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total
Extremely Low Income (0 - 30% AMI)					
Very Low Income (31 - 50% AMI)					
Low Income (51 - 80% AMI)					
Moderate Income (> 80% AMI)					
TOTALS					

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											0	0
Black/African American											0	0
Asian											0	0
Amer. Indian/Alaskan Native											0	0
Native Hawaiian/Pacific Isl.											0	0
Amer. Indian/White											0	0
Asian/White											0	0
Black/White											0	0
Amer. Indian/Black											0	0
Other											0	0
TOTAL	0	0									0	0

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)

[Click here to go to the Upload Documents page](#) (Your report will be saved)

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 55150 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.

Page 1 of 3

- 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. 94-115) 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.

Page 2 of 3

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

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Exhibit E

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

Special Attention of:

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

Notice (CPD-00-10)

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Page 1 of 7

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 recipient's 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)(3))

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the ITUD 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 discriminating in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exception contained at section 4.1.7(5) and section 4.1.6(1)(i) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at 202 514-0301 (voice) and 202 514-0383 (TTY). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title II 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/Offices/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>CFD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3039	860 740-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-1167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232 1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766 5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4341 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2707	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-1214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469 5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AR	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6883
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-7349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$21,401.50) WITH
CITY OF MADERA, PARKS & COMMUNITY SERVICES**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with City of Madera, Parks and Community Services in the amount of \$21,401.50 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera Parks and Community Services Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA PARKS & COMMUNITY SERVICES DEPT.**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and MADERA PARKS & COMMUNITY SERVICES DEPT., hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed \$21,401.50 in fiscal year 2022-2023. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "D"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. Reports/Required Notifications

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

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

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

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this

Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants 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 "B."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

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

24. Independent Contractor

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

25. Insurance Requirements for Subrecipients

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and \$500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
MADERA PARKS & COMMUNITY SERVICES DEPT.
701 E. 5th Street
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

**MADERA PARKS & COMMUNITY SERVICES
DEPT.:**

By: _____
Santos Garcia, Mayor
Dept.

By: _____
Madera Parks & Community Services

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**FY 2022-2023 Budget
MADERA PARKS & COMMUNITY SERVICES DEPT.
Madera Parks & Community Services Dept.**

Budget Line Item	Madera
Personnel Lines needed: 1	
Salaries	\$0.00
Benefits	\$0.00
Taxes	
Subtotal Personnel	\$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	\$21,401.50
Equipment	\$0.00
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	\$0.00
Consulting	
Evaluation	
Other Lines needed:	
Subtotal Non-Personnel	\$21,401.50
Total Personnel & Non-Personnel	\$21,401.50
Indirect Costs	
TOTAL	\$21,401.50
Number of Persons Served:	250
Cost per Individual	\$86

Choose Font: 20 ▼

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Madera Parks & Community Services Dept.
Name of Project:	Madera Seniors Nutrition & Recreation Programs
Street Address/Service Area of Project:	703 E. 5th Street
City: Madera	Zip: 93638
Amount Requested for this Project:	\$148,500
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	Madera, CA 93638
City: Madera	Zip: 93638
Grant Administrator : Marcela Zuniga	Title: Grants Administrator
Phone: (559) 661-3692	Email: Madera, CA 93638
SAM Number:	System for Award Management (Formerly, CCR) Number
UEI Number: 701 E 5th St	Federal EIN/TIN Number: 94-6000365
Program/Project Administrator: Joseph Hebert	Title: Interim Director
Phone: (559) 661-5426	Email: 701 E 5th St
Type of Entity/Organizational Structure	City Department/Public Agency
Brief Project Description(50 Words Max): The City of Madera Parks & Community Services Department offers programs and services for the senior citizens of Madera. Seniors are defined as individuals 55 years of age and older. With the COVID-19 pandemic the congregate meal program was changed to a homebound delivered program. With restrictions lifting, PCS will reinstate the congregate meal program	

CDBG PUBLIC SERVICES APPLICATION

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

Prior to COVID-19, the City of Madera Parks & Community Services (PCS) Department offered programs and services for the seniors citizens of Madera. Staff is seeking CDBG resources in the amount of \$100,000.00 to support staffing, supplies, associated programming costs and the reopening of two senior sites located in Madera's disadvantaged neighborhoods at the Frank Bergon Senior Center and the Pan-American Community Center.

The requested CDBG funding would enable the City to reinstate the following programs and services for seniors:

1. Senior Meal Program - With the COVID-19 pandemic, the meal service to congregate seniors and home delivered meals was shifted from City management to the Fresno-Madera Area Agency on Aging (FMAAA). FMAAA has been administering this meal service since May 2020. As Governor Newsom continues to lift restrictions, staff anticipates to resume regular programming and services at the congregate sites. This would include providing a nutritious and balanced meal five days per week, excluding holidays at the City's two senior sites. Additionally, the City anticipates resuming the administering of the Meals on Wheels program which delivers seven nutritious meals per week, including fresh vegetables/fruits, milk and bread to qualified home bound seniors.
2. Wellness Programs - Fitness and wellness programs will be offered throughout the week could include Tai-Chi, Zumba, chair aerobics, yoga, walking club, core balance and others. We are planning a series of presentations on enhancing wellness, improving healthy living and mental health.
3. Recreation and Educational Programs - Classes in sports, leisure, arts & crafts, book club, music classes, cooking classes, social dances, karaoke and a wide variety of local excursions and regional trips Also highlighting, educational courses, Senior Awareness program presentations and much more.

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

The City of Madera PCS Department is the only agency within the City limits that provides seniors with congregate and home delivered meal services and the host of programs and activities for the senior population.

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

Not applicable

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

1. Goal 1: The City will add new local and regional recreational and educational programs for seniors.

Participants will self-report a greater understanding of their community and a healthier lifestyle.

a. Objective 1: the City will provide regional excursions that expose seniors to art galleries, special cultural events, farmer's markets and marketplace experiences that promote lifelong learning of the arts and exposure to various cultures.

b. Objective 2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.

2. Goal 2: The City will expand their wellness and educational programs for seniors. Participants will self-report greater life satisfaction and wellness as a result of participating in City provided programming.

a. Objective 1: The City will provide wellness programs for seniors to socialize and meet new friends thus providing a wellness experience that promotes healthier self-esteem.

The City will provide a monthly social dance program for seniors to interact and socialize. The art of dancing is a great exercise activity that provides greater range of motion movement, better balance and a sense of wellbeing.

b. Objective 2: The City will partner with other agencies to educate our seniors through presentations on the Elder related topics and issues.

Goal 3: Increase the amount of nutritious meals served at each of the senior centers.

a. Objective 1: The City will partner with Fresno Madera Area Agency on increasing the number of congregate meals served and documenting the service number by utilizing the intake form.

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

☒ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

☐ **LMC-Limited Clientele.** 570.208(a)(2).

☐ **Limited Clientele.** 570.208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

☐ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☒ Elderly persons (62 years of age or older)
- ☐ Illiterate persons
- ☐ Migrant farm workers
- ☐ Handicapped individuals
- ☐ Homeless persons
- ☐ Persons with AIDS

☐ **Client Document Review.** 570.208(a)(2)(i)(B) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

☐ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

☐ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility

of elderly persons or of adults meeting the definition of "severely disabled."

○ **Limited Clientele.** [570.208\(a\)\(2\)\(iii\)](#) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).

○ **Limited Clientele.** [570.208\(a\)\(2\)\(iv\)](#) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR [570.208\(a\)\(2\)\(iv\)](#), (a) and (b).

○ **LMH-Housing Activities.** [570.208\(a\)\(3\)](#) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** [570.208\(a\)\(4\)](#) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** [570.208\(b\)](#) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

○ **Urgent Need.** [570.208\(c\)](#) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

Nearly all program participants meet the low-income criteria. In the rare instance where this is not the case, all program participants are seniors and therefore meet the qualifications defined by CDBG.

1. Objective 1: The program attendance for the areas listed above remain constant or realize up to a 5% increase in duplicated services provided over the grant period.

2. Objective 2: The average score on self-reporting surveys for life satisfaction will rise 5% over the grant period.

7. How will your program meet its goals in one year?

The Senior Services Program goals will be met by monitoring monthly meal consumption and quarterly

reports. The program will ensure low and moderate income persons are receiving the meals. Participation sign in sheets are used to monitor the programs and usage for social interaction, recreation and educational programming detailed in this grant application.

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

FMAAA offers grant funding to help offset costs of senior services programs. As of May 2022 no contract has been signed. Seniors may choose to anonymously make voluntary donations to the program at a suggested donation of \$2.50/meal. Seniors are not denied a meal and City staff does not track who donates resources and who does not. The City of Madera General Fund provides gap funding to cover the gap between revenues received and expenditures. Staff is researching other fundraising efforts but past experiences have modest support of senior programs is achieved through fundraising.

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

City staff is researching fundraising opportunities for the upcoming fiscal year; however, no assumptions are being made about that revenue at this time considering the ongoing impacts of COVID-19. The City's General Fund available to the PCS Department has also decreased in step with economic downturn and has not recovered.

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

Due to the COVID-19 pandemic and ongoing closure of the senior centers, the senior surveys have not been completed for the last year or current year. Once the senior centers

and program are reopened, program surveys and feedback from the City of Madera Vision 2025 subcommittee will be gathered and analyzed for program planning as direct result of the data collected.

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

Services are not offered outside of City limits.

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

The City of Madera has not previously had an issue with an overflow of clients for the meal program. There was a waitlist system in effect in the event of overflow of clients, with additional resources to assist the wait listed clients.

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

The City supports Madera's senior residents through comprehensive meal and recreational/educational programming. Without these senior program, many participants would live in isolation with the guarantee of adequate nutrition. The recreation and wellness component provide the opportunity for the senior to have social interaction, engagement, improved vitality and overall increased wellness. Participants describe the senior program as their home away from home and a reason to get up each morning. These programs aid in helping them with their overall mental health. These services are nutritional, educational, and a key factor in Madera senior's social interactions.

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

The senior services programs provided by CDBG funding has consistently met program goals and objectives in the 2015 to 2020 timeframe. CDBG funding has aided the City in providing tens of thousands of individual interaction with the community's senior citizens; be it providing a nutritious meal, an opportunity to dance or exercise, attaining a resource or referral and just gathering place to

fellowship and make new friends. Over the past five years, the City has provided a core of essential services such as the meal program, wellness and educational activities. The senior have experienced new adventures through our excursion and regional trips. The City has always been the source to come to when needing resources and referral to the underserved members of the community. While no congregate meals or senior site programming were conducted during the fiscal FY 2021/2022 due to the ongoing closure of the senior centers impacted by COVID-19 pandemic, staff has strived to continue to keep in touch and make sure seniors have all access to resources. City staff has reached out with wellness calls each week and delivered to their home's monthly wellness baskets.

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

New services will be highlighted in the PCS facebook page, that is updated on a regular basis. Periodic reporting to internal and external CDBG program monitors includes documentation of programs and attendance figures.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	5,600
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	250
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input type="radio"/> Yes <input checked="" type="radio"/> 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.	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Is a fee schedule used?	<input type="radio"/> Yes

(If yes, attach a copy of the fee schedule.)	<input checked="" type="radio"/> No
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
0-5	
6-12	
13-17	
18-34	
35-54	
55-59	30
60-64	45
65+	175
Total	250

GENDER	
Female	175
Male	75
Total	250

Female-Headed Households	80
--------------------------	----

Ethnic Categories*	Clients
Hispanic or Latino	175
Not-Hispanic or Latino	75
Total	250

Racial Categories*	Clients
American Indian or Alaska Native	10
Asian	20
Black or African American	40
Native Hawaiian or Other Pacific Islander	5
White	100
Other	75
Total	250

*Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in

compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. This information is considered non-sensitive and does not require any special protection.

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

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation?

Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

Prior to COVID-19 the City of Madera surveys senior program participants annually and received feedback from participants. Survey results and community feedback data are analyzed, and program planning is implemented to meet the needs of participants as a direct result of feedback

data. During the site closures, staff made weekly wellness calls to participating seniors.

2. Note complaints that have been received, etc.
No complaints have been received to date.

3. Provide evidence of collaboration with other agencies within the community.

1. Fresno Madera Area Agency on Aging (FMAAA)
2. SER-SCEP - jobs for progress
3. Madera County Health Dept.
4. Senior Companions
5. Madera Police Department
6. Community Action Partnership of Madera County (CAPMC)
7. Camarena Health
8. Madera Food Bank

F. REFERENCES:

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

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

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

Name: Mee Wang	Title: Program Manager
Company/Agency Madera County Department of Social Services	Tel. Number: (559) 661-8364
Email Address: mee.wang@maderacounty.com	

Name: Peggy Mendibles	Title: Sr. Lead Case Manager
Company/Agency SERS	Tel. Number: (559) 452-0881
Email Address: peggy@sercalifornia.org	

Name: Joanna Orea	Title: Health Education Specialist
Company/Agency Madera County Health Dept.	Tel. Number: (559) 675-7893
Email Address: joanna.orea@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :**CORPORATION DIRECTORS:**

How often does the Board meet? 2x /month

What was the average number of Board members attending meetings last year? 7

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

Minimum: 4 Maximum: 7

Date of Incorporation: 1907

FINANCIAL:

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

Currently, no there no additional funding.

How often are financial records audited, and by whom?
yearly

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

Yes ☐ No

If so, for how much? 1,000,000.00

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

none

List any outstanding obligations:

none

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 1			
Salaries	\$80,000		\$80,000
Benefits	\$32,000		\$32,000
Taxes			\$0
Subtotal Personnel	\$112,000	\$0	\$112,000
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$25,000		\$25,000

Equipment	\$10,000		\$10,000
Communications			\$0
Meetings & Convenings			\$0
Travel & Transportation			\$0
Training	\$1,500		\$1,500
Consulting			\$0
Evaluation			\$0
Other Lines needed:			
Subtotal Non-Personnel	\$36,500	\$0	\$36,500
Total Personnel & Non-Personnel	\$148,500	\$0	\$148,500
Indirect Costs			\$0
TOTAL	\$148,500	\$0	\$148,500
Proposed # of Persons Served:	250		
Cost per Individual	\$594		

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment

Link or Explanation for Missing Attachments

- ☐ Articles of Incorporation and Bylaws
- ☐ Organization Chart
- ☐ Non-Profit Determination Letters, IRS & State (501.3.c)
- ☐ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☐ Client Intake Form
- ☐ Evaluation Document

- ☐ Board Certification
- ☐ Board Roster
- ☐ Other -
- ☐ Other -

Submitted By:	marcela zuniga
Date Signed	06/17/2022

Approved By:	Marcela Zuniga
Date Signed	06/17/2022

Approval Modified By	cdscds
Date Signed	06/22/2022

Initially submitted: May 26, 2022 - 12:50:12

Returned to Draft 06-17-2022 by Madera
Reason: Please submit a revised budget.



City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Exhibit C

Program:
Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date:	IDIS #:
Agency Name:	PO #:
Agency Address	
Program Name:	Grant Year:
Program Description:	Report Period:
Prepared By:	Phone #:
E-mail:	

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
----------	------	----	----	----	----	----------------

2. Income Data - Unduplicated PERSONS Served [View AMI Table](#)

– NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total
Extremely Low Income (0 - 30% AMI)					
Very Low Income (31 - 50% AMI)					
Low Income (51 - 80% AMI)					
Moderate Income (> 80% AMI)					
TOTALS					

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											0	0
Black/African American											0	0
Asian											0	0
Amer. Indian/Alaskan Native											0	0
Native Hawaiian/Pacific Isl.											0	0
Amer. Indian/White											0	0
Asian/White											0	0
Black/White											0	0
Amer. Indian/Black											0	0
Other											0	0
TOTAL	0	0									0	0

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)

[Click here to go to the Upload Documents page](#) (Your report will be saved)

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 55150 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.

Page 1 of 3

- 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. 94-115) 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.

Page 2 of 3

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

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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 (PLD-00-10)

Issued: December 26, 2000
Expires: December 26, 2001

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

I. Purpose

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

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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 recipient's 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)(3))

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

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

Accessibility Standards

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

Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the ITUD 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 discriminating in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exception contained at section 4.1.7(5) and section 4.1.6(1)(i) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at 202 514-0301 (voice) and 202 514-0383 (TTY). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title II 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/fin/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>CFD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3039	860 740-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-1167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232 1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766 5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4341 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2707	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-1214 x8100	414 297-3214
Columbus, OH	614 469-5777 x8240	614 469 5717 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6883
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-7349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$20,000) WITH
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Community Action Partnership of Madera County, Inc. in the amount of \$20,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Community Action Partnership of Madera County, Inc.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and COMMUNITY ACTION PARTNERSHIP OF MC, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed \$20,000 in fiscal year 2022-2023. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "D"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. Reports/Required Notifications

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

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

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

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this

Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants 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 "B."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

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

24. Independent Contractor

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

25. Insurance Requirements for Subrecipients

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and \$500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

//

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
COMMUNITY ACTION PARTNERSHIP OF MC
1225 Gill Avenue
Madera, CA 93637

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

COMMUNITY ACTION PARTNERSHIP OF MC:

By: _____
Santos Garcia, Mayor

By: _____
Community Action Partnership of MC

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**FY 2022-2023 Budget
COMMUNITY ACTION PARTNERSHIP OF MC
Community Action Partnership of MC**

Budget Line Item	Madera
Personnel Lines needed: 2	
Salaries	\$12,177
Fee & Licenses	\$657
Benefits	\$2,999
Taxes	
Subtotal Personnel	\$15,833.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	\$250
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	\$819
Training	
Consulting	
Evaluation	
Other Lines needed: 4	
Rent	\$640
Insurance	\$400
Utilities	\$195
Telephone	\$195
Subtotal Non-Personnel	\$2,499.00
Total Personnel & Non-Personnel	\$18,332.00
Indirect Costs	\$1,668
TOTAL	\$20,000.00
Number of Persons Served:	
Cost per Individual	

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CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Public Service
Legal Name of Organization:	Community Action Partnership of MC
Name of Project:	Fresno Madera Continuum of Care
Street Address/Service Area of Project:	1225 Gill Avenue
City: Madera	Zip: 93637
Amount Requested for this Project:	\$20,000
Amount of Leveraged Funds Available for this Project:	\$0
Mailing Address:	1225 Gill Avenue
City: Madera	Zip: 93637
Grant Administrator : Mattie Mendez	Title: Executive Director
Phone: 559-675-5749	Email: mmendez@maderacap.org
SAM Number: System for Award Management (Formerly, CCR) Number	
UEI Number: V9D5YUNVFNA4	Federal EIN/TIN Number: 94-1612823
Program/Project Administrator: Ana Ibanez	Title: Community Services Program Manager
Phone: 559-675-5747	Email: aibanez@maderacap.org
Type of Entity/Organizational Structure Non-Profit	
Brief Project Description(50 Words Max): Funding for his project will pay for personnel cost for two members of CAPMC staff to participate on the FMCoC meetings. The FMCoC works collaboratively to reduce homelessness in Fresno and Madera Counties. Because of CDBG funding grants, CAPMC has remained an active participant on the FMCoC Board by attending meetings, and serving FMCoC committees	

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20>

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CDBG PUBLIC SERVICES APPLICATION

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

Although Madera County does not have the large number of homeless population as do the larger cities, housing solutions continue to be limited. Continuums of Care (CoCs) are required to conduct a Point in Time (PIT) count of people experiencing homelessness at least every other year (www.hud.gov). This year, the Point in Time Count was conducted during the week of February 22-24, 2022. The official numbers have not been released yet, but CAPMC is sure that they won't be much different than the previous years.

According to worldpopulationreview.com, California continues to have the highest population of all the states with 151,278. The top four causes of homelessness, in order, are lack of affordable housing, unemployment, poverty and low wages according to worldpopulationreview.com.

The biggest challenge in Madera County with addressing its homelessness issue continues to be the lack of affordable housing. Madera County recently had two housing projects open up for Madera residents and those were filled within 30-60 days, leaving many to be placed on a wait list, which is now a few years out for the two newest apartment complexes. Addressing homelessness requires region-wide coordination and collaboration to help find lasting solutions. Being a member of the Fresno-Madera Continuum of Care helps to accomplish this. This has opened the doors for CAPMC to bring additional dollars to Madera to help address the homeless population.

2. EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
The community resources available to homeless individuals

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and families in Madera County are limited and at times cannot meet the needs of the homeless population. Madera Rescue Mission (MRM) offers emergency food and shelter for the homeless as well as a new respite center with 6 beds for those exiting the hospital/clinics and still need minimal assistance and do not have a place to recover. MRM can house up to 40 men and has 19 beds to serve women and children. The Victory Outreach Program offers a faith-based transitional program that can serve 10 men but sometimes they choose not to utilize the program due to the faith-based requirement. Community Action Partnership of Madera County (CAPMC) offers five housing programs that serve men, women, children and domestic violence victims. The Martha Diaz shelter has four emergency shelter units that can serve up to 18 domestic violence victims, which many times are at risk of becoming homeless. Victim Services operates a transitional housing program for victims of domestic violence that has two units, which can house two families year-round. The Shunammite Place offers permanent supportive housing for 37 chronically homeless individuals with disabilities.

CAPMC also has a rapid rehousing program that can help pay for up to 18 months for rent homeless individuals and families who need help getting re-established in housing. Turning Point operates Serenity Village, a permanent supportive housing program for chronically homeless men located in Oakhurst and has the capacity to house 7 individuals. CAPMC received additional funding to shelter vulnerable homeless individuals in hotel rooms when the MRM is at capacity. CAPMC's, Homeless Engagement for Living Program (H.E.L.P.) Center serves as a one-stop shop to help individuals and families who are homeless or are in jeopardy of becoming homeless. For those who call the center will receive help in getting connected to community resources including housing. Depending on the need of each client, the housing solutions that are offered are Emergency Shelter, Rapid Re-Housing, and Permanent Supportive Housing.

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

The FMCoc utilizes the Homeless Management Information

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Systems (HMIS) database to record the progress of clients as they move through the Fresno Madera Continuum of Cares Coordinated Entry process to being housed. As a member of the FMCoC, CAPMC follows these guidelines when assisting homeless clients. This systematic approach to serving the homeless supplements the efforts to assist while also insuring that there is not a duplication of services. A Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT) which is a survey administered both to individuals and families to determine the risk and prioritization when providing assistance to homeless and at-risk of homelessness.

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

Measurable goals and objectives are listed on the next page along with a statement of how CAPMC will track progress.

5. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** [570.208\(a\)](#)

☐ **LMA-Area Benefit.** [570.208\(a\)\(1\)](#) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

☐ **LMC-Limited Clientele.** [570.208\(a\)\(2\)](#)

☐ **Limited Clientele.** [570.208\(a\)\(2\)\(i\)](#) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

☐ **Presumed Benefit.** [570.208\(a\)\(2\)\(ii\)\(A\)](#) Clients served are primarily and specifically from one of the following groups:

- ☐ Abused children
- ☐ Battered spouse
- ☐ Elderly persons (62 years of age or older)

- Illiterate persons
- Migrant farm workers
- Handicapped individuals
- Homeless persons
- Persons with AIDS
- **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
- **Income Certification.** 570.208(a)(2)(i)(c) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.
- **Limited Clientele.** 570.208(a)(2)(b) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."
- **Limited Clientele.** 570.208(a)(2)(ii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
- **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570.208(a)(2)(iv), (a) and (b).
- **LMH-Housing Activities.** 570.208(a)(3) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.
- **LMJ-Jobs Activities.** 570.208(a)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.
- **Slum and Blight.** 570.208(b) Activities that aid in the prevention or elimination of slums or blight.
For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.
- **Urgent Need.** 570.208(c) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

6. Which measurable objectives does your program meet?

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20>

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1. CAPMC will have active membership on the Fresno Madera Continuum of Care. CAPMC staff will then communicate the information from local homeless groups such as the Housing the Homeless and the Homeless Connections group. There are a minimum of 24 meetings a year.

2. CAPMC will participate on required committees of the FMCoC such as the Homeless Management Information Systems Committee, Coordinated Entry System Committee, Evaluation Committee and case conferencing meetings. These committees help strengthen services to the homeless and help the FMCoC achieve favorable outcomes to ensure the FMCoC remains competitive for funding when compared nationally to other CoC's that are competing for limited HUD dollars. The various groups often meet monthly but the frequency is less than that at times throughout the year.

3. CAPMC will plan and coordinate the 2023 Homeless Point In Time Count.

7. How will your program meet its goals in one year?
The program will monitor and report on performance indicators on a quarterly basis to the City of Madera. CAPMC will know that it has met its goals on one year if the performance indicators listed above reach the expected numbers. Timeline attached.

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

There are no other financial resources available for this program. The CDBG funding allows CAPMC to maximize resources to provide more services that are comprehensive to the homeless. No other funding sources will fund the participation on the FMCoC.

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund

raising? If net fund raising is not increasing, please explain (be specific).

Every year, CAPMC solicits in-kind donations to provide much needed assistance for the Homeless Point In Time Count. A dollar value has not been assigned for the donations, but the events would not be successful without the additional support. With the donations collected, staff put together hygiene kits that are then distributed during the Point In Time Count. When the donations collected are not enough, the FMCoC then steps in to provide the items needed.

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

CAPMC conducts a Community Needs Assessment where information is gathered at focus groups, community meetings, and surveys about what people see is the most important unmet needs in the community. The top five priorities were affordable housing, access to health care, employment, food, and homeless services. Attendance at the FMCoC will help CAPMC in its efforts to address these needs.

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

Different funding sources will be used for cost related to the 2023 Homeless Point in Time Count to cover areas outside of the City limits of Madera and the approved census tracks. During the 2022 Point In Time Count, Madera County provided staff with \$15.00 McDonalds gift cards to help support the homeless population that completed the survey.

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

The Centralized/Standardized intake prioritization process is accomplished by utilizing the Homeless Management Information System (HMIS) and the FMCoC addresses the

issue through the standardized referral and placement of homeless into appropriate and available programs. This is one of the mandated services that HUD has required of all CoC's. Staff also use the VI-SPDAT survey to determine risk and prioritization to homeless and at-risk of homelessness persons.

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

The CDBG funds allows staff to represent CAPMC at the FMCoC board meetings. In turn, this has now brought on much more support for the Madera County homeless population.

As a member of the FMCoC, CAPMC has the ability to apply for additional funding the help support the services for homeless families and individuals.

The Shunammite Place was awarded funding to expand its services and is now able to house a total of 37 homeless individuals including a family.

Being a member of the FMCoC has also allowed CAPMC to apply for Emergency Solution Grant funding. CAPMC received in April, 2020 \$106,000 and were spent by December 2020. After that CAPMC then received two amendments for a total of \$260,000 and in 2021 CAPMC also received additional allotments in the amount of \$270,000 and another this year, 2022 for the amount of \$270,000.

With CSBG funding, CAPMC was able to expand homeless services by creating the Homeless Engagement for Living Program (H.E.L.P.) Center which serves as a one-stop shop to help individuals and families who are homeless or are in jeopardy of becoming homeless. For those who call the center will receive help in getting connected to community resources including housing. Depending on the need of each client, the housing solutions that are offered are Emergency Shelter, Rapid Re-Housing, and Permanent Supportive Housing.

All funds received have allowed CAPMC to provide rapid re-housing services, street outreach, homeless prevention,

rapid re-housing, emergency shelter and homeless management information services.

CAPMC receives valuable T&TA from the FMCoC's homeless experts and all trainings are free.

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

The project has met its goals every year since 2013 with the exception of 2020-2021 contract. Reports have been submitted in a timely manner and all funds have been spent with the exception of 2020-2021 contract. Due to the COVID-19 pandemic, the 2021 Homeless Point in Time Count was not conducted, all meetings were web-based and this saved on staff travel and fuel.

HUD mandated Homeless Point in Time Counts have been successfully conducted with the exception of 2021 count.

Requirements of the Homeless Emergency Assistance and Rapid Transition to Housing Act (H.E.A.R.T.H. Act) were implemented via the direction of the FMCoC.

Housing First Program Approach to addressing homeless was implemented.

New Homeless Management Information System Performance Standards were implemented via the HMIS Committee of the FMCoC.

The Homeless Coordinated Access system has been developed via the FMCoC's committee.

Homeless Connections and Housing the Homeless meetings are facilitated to provide communication about homeless issues with Madera's Homeless service providers.

Shunammite Place Permanent Supportive Housing program for chronically homeless individuals/families with disabilities.

Homeless Engagement for Living Program (H.E.L.P.) Center which serves as a one-stop shop to help individuals and

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families who are homeless or are in jeopardy of becoming homeless.

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

No direct services will be provided by these funds.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who require your services.	
2. Indicate the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	
3. If this program was funded last year, has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	<input type="radio"/> Yes <input checked="" type="radio"/> 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.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
0-5	
6-12	
13-17	
18-34	
35-54	
55-59	
60-64	
65+	
Total	0

GENDER	
Female	
Male	
Total	0

Female-Headed Households	
--------------------------	--

Ethnic Categories*	Clients
Hispanic or Latino	
Not-Hispanic or Latino	
Total	0

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	
Other	
Total	0

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

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal

affiliation or community attachment.

- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" can be used in addition to "Black" or "African American."
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation?

Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

An integral part of the Community Needs Assessment is listening to Madera County residents, both those affected by the conditions of poverty, and those attempting to reduce them. CAPMC held the following focus groups and survey opportunities to hear from differing parts of Madera County:

- * Online Surveys Distributed from April 1-April 26 to General Madera County population
- * Head Start Parent Meeting on Thursday, April 15 at 2pm
- * Shunammite Place Focus Group on Friday, April 23 at 9am
- * Community Partner WebEx Forum on Friday, April 23 at 11am

You can find the entire Community Needs Assessment at:
<https://maderacap.org/mdocs-posts/community-needs-assessment/>

2. Note complaints that have been received, etc.

None

3. Provide evidence of collaboration with other agencies within the community.

CAPMC collaborates with the local community partners about solutions to addressing homelessness through the Housing the Homeless group and the Homeless Connections group. These meetings are well attended and those that attend are in favor of any program that helps support housing the homeless.

F. REFERENCES:

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

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

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

Name: Julie Morgan	Title: Assistant Director
Company/Agency Madera County Behavioral Health	Tel. Number: 559-673-3508 ext. 1220
Email Address: julie.morgan@maderacounty.com	

Name: Ryan McWherter	Title: Director
Company/Agency Madera County Food Bank	Tel. Number: 559-975-3515
Email Address: rmcwherter.maderafoodbank@gmail.com	

Name: Jody Ketchside	Title: Regional Director
Company/Agency Turning Point of Central California	Tel. Number: 559-233-2663 ext. 7310
Email Address: jketchside@tpocc.org	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

What was the average number of Board members attending

meetings last year? 12

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

Minimum: 8 Maximum: 15

Date of Incorporation: December 1, 1965

FINANCIAL:

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

None

How often are financial records audited, and by whom?

Yearly - Brown-Armstrong CPAs

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

Yes ☐ No

If so, for how much? \$200,000.00

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

None

List any outstanding obligations:

None

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 3			
Salaries	\$12,177		\$12,177
Fee & Licenses	\$657		\$657
			\$0
Benefits	\$2,999		\$2,999
Taxes			\$0
Subtotal Personnel	\$15,833	\$0	\$15,833
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$250		\$250
Equipment			\$0
Communications			\$0
Meetings & Convenings			\$0
Travel & Transportation	\$819		\$819
Training			\$0

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20>

14/16

Consulting			\$0
Evaluation			\$0
Other Lines needed: 4			
Rent	\$640		\$640
Insurance	\$400		\$400
Utilities	\$195		\$195
Telephone	\$195		\$195
Subtotal Non-Personnel	\$2,499	\$0	\$2,499
Total Personnel & Non-Personnel	\$18,332	\$0	\$18,332
Indirect Costs	\$1,668		\$1,668
TOTAL	\$20,000	\$0	\$20,000
Proposed # of Persons Served:			
Cost per Individual			

Attachments

(Upload Instructions)

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment

Link or Explanation for Missing Attachments

- ☐ Articles of Incorporation and Bylaws
- ☐ Organization Chart
- ☐ Non-Profit Determination Letters, IRS & State (501.3.c)
- ☐ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☐ Client Intake Form
- ☐ Evaluation Document
- ☐ Board Certification
- ☐ Board Roster
- ☐ Other -
- ☐ Other -

Submitted By:	Ana Ibañez
Date Signed	05/26/2022
<hr/>	
Approved By:	Marcela Zuniga
Date Signed	06/17/2022
<hr/>	

Initially submitted: May 26, 2022 - 14:40:17



City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Exhibit C

Program:
Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date:	IDIS #:
Agency Name:	PO #:
Agency Address	
Program Name:	Grant Year:
Program Description:	Report Period:
Prepared By:	Phone #:
E-mail:	

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
----------	------	----	----	----	----	----------------

2. Income Data - Unduplicated PERSONS Served [View AMI Table](#)

– NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total
Extremely Low Income (0 - 30% AMI)					
Very Low Income (31 - 50% AMI)					
Low Income (51 - 80% AMI)					
Moderate Income (> 80% AMI)					
TOTALS					

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											0	0
Black/African American											0	0
Asian											0	0
Amer. Indian/Alaskan Native											0	0
Native Hawaiian/Pacific Isl.											0	0
Amer. Indian/White											0	0
Asian/White											0	0
Black/White											0	0
Amer. Indian/Black											0	0
Other											0	0
TOTAL	0	0									0	0

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)

[Click here to go to the Upload Documents page](#) (Your report will be saved)

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 55150 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.

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- 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. 94-115) 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.

Page 2 of 3

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

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Exhibit E

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

Special Attention of:

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

Notice (CPD) 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Page 1 of 7

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 recipient's 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)(3))

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

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

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the ITUD 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 discriminating in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exception contained at section 4.1.7(5) and section 4.1.6(1)(i) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at 202 514-0301 (voice) and 202 514-0303 (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 II 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>CFD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3039	860 740-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-1167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232 1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766 5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4341 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2707	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-1214 x8100	414 297-3214
Columbus, OH	614 469-5777 x8240	614 469 5777 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AR	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6881
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-7349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$25,000) WITH THE
CITY OF MADERA, ENGINEERING DEPARTMENT**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with the City of Madera, Engineering Department in the amount of \$25,000 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera, Engineering Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA ENGINEERING DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and CITY OF MADERA ENGINEERING DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed \$25,000 in fiscal year 2022-2023. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "D"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. Reports/Required Notifications

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

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

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

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this

Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants 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 "B."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

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

24. Independent Contractor

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

25. Insurance Requirements for Subrecipients

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and \$500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Enforcement of Contract Provisions (non estoppel)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Subrecipient maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

//

Subrecipient agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
CITY OF MADERA ENGINEERING DEPARTMENT
428 E Yosemite Ave
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

CITY OF MADERA ENGINEERING DEPARTMENT:

By: _____
Santos Garcia, Mayor

By: _____
City of Madera Engineering Department

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**FY 2022-2023 Budget
CITY OF MADERA ENGINEERING DEPARTMENT
City of Madera Engineering Department**

Budget Line Item	Madera
Personnel Lines needed: 0	
Benefits	
Taxes	
Subtotal Personnel	\$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 0	
Subtotal Non-Personnel	\$0.00
Total Personnel & Non-Personnel	\$0.00
Indirect Costs	\$25,000
TOTAL	\$25,000.00
Number of Persons Served:	
Cost per Individual	

Choose Font: 20 ▼

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Capital Project/Public Improvements	
Legal Name of Organization:	City of Madera - Public Works Department	
Name of Project: Beautification Project		
Street Address/Service Area of Project:	City Wide	
City: Madera	Zip: 93638	
Amount Requested for this Project:	\$25,000	
Amount of Leveraged Funds Available for this Project:	\$0	
Mailing Address:	1030 s gateway dr	
City: Madera	Zip: 93638	
Grant Administrator :	Title:	
Phone: 15596754246	Email: dfoss@madera.gov	
SAM Number: System for Award Management (Formerly, CCR) Number		
UEI Number: HGAUD831PLK1	Federal EIN/TIN Number:	
Program/Project Administrator: Daniel Foss	Title: Public Works Director	
Phone: 15596754246	Email: 1030 S. Gateway Dr.	
Type of Entity/Organizational Structure City Department/Public Agency		
Brief Project Description(50 Words Max): The city will be requesting funding for paint to remove graffiti within the city limits and more specifically in our low moderate income neighborhoods on the east side and downtown areas.		

CDBG CAPITAL PROJECTS/PUBLIC IMPROVEMENTS APPLICATION

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20>

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B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, attach diagram of the area in the attachments section):

Project is based on graffiti removal within low moderate income neighborhoods in the city. The anticipated accomplishment is to clean the city of any and all graffiti.

2. Need (Explain why project is needed.)

There is a need for this project since graffiti with the city is on the rise and so is the price of paint needed to remove the graffiti.

3. Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. There are no other sources of funding.

4. Timetable (assuming a start date of July 1, 2022). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment in the Attachments section)

Our starting date will be July 1, 2022 and we very well could meet our goals in a year. We don't necessarily have any milestones other than a visual improvement of the city with less graffiti.

5. What measurable goals will your program deliver?

Measurable goals will be a decrease in citizen complaints of graffiti and an enhanced visual aesthetic within our low moderate income neighborhoods

6. What are the project's expected outcomes? How are the outcomes assessed?

The expected outcome is a removal of all graffiti in our low moderate income neighborhoods. This can be assessed via drives around these areas and a decrease in complaints of graffiti from citizens.

7. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

⊗ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

○ **LMC-Limited Clientele.** 570.208(a)(2).

○ **Limited Clientele.** 570.208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

○ **Presumed Benefit.** 570.208(a)(2)(ii)(A) Clients served are primarily and specifically from one of the following groups:

- Abused children
- Battered spouse
- Elderly persons (62 years of age or older)
- Illiterate persons
- Migrant farm workers
- Handicapped individuals
- Homeless persons
- Persons with AIDS

○ **Client Document Review.** 570.208(a)(2)(ii)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

○ **Income Certification.** 570.208(a)(2)(ii)(c) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

○ **Limited Clientele.** 570.208(a)(2)(iii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).

○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less

than under limited circumstances under 24 CFR [570.208\(a\)\(2\)\(iv\)](#), (a) and (b).

○ **LMH-Housing Activities.** [570.208\(a\)\(3\)](#) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** [570.208\(a\)\(4\)](#) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** [570.208\(b\)](#) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

○ **Urgent Need.** [570.208\(c\)](#) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

It addresses-Downtown Revitalization: Promote the comprehensive revitalization of downtown Madera. And also addresses strategy 134-Visual Standards.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

- a. How old is the affected structure? 50 years
- b. Will this project affect an historically significant (or potentially historic) structure?
no

2. Archeological:

- a. Will this project involve any ground disturbance?
no
- b. Will this project affect an historically significant (or potentially historic) structure?
no

3. Water:

- is project involve a sewer or water system?
no

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

Primarily benefits low and moderate-income persons:

a. Number of persons served annually: 60000

b. Service Area: City Wide

Number of City residents served annually: 60,000

Number of persons with disabilities or seniors served annually: 10,000

How will the proposed project prevent or eliminate slums or blight?

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation?

Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

We haven't taken anything to council regarding public participation. We do get calls from the citizens regarding graffiti and we encourage them to call any time they see graffiti within the city limits.

2. Note complaints that have been received, etc.

We get a mix of complaints. More so complaining of the graffiti.

3. Provide evidence of collaboration with other agencies within the community.

City does not collaborate with other agencies for this job

F. REFERENCES:

Please provide the name, title, company/agency, phone and email address for three references.

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20>

5/8

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name: rosalind cox	Title:director of faciities, planning, and construction
Company/Agency Madera Unified School District	Tel. Number: 559-675-4548
Email Address: rosalindcox@maderausd.org	

Name: isabel guzman	Title: principal
Company/Agency Thomas Jefferson Middle School	Tel. Number: 559-474-0271
Email Address: isabelguzman@maderausd.org	

Name: alan gilmore	Title: public health program manager
Company/Agency Madera County Public Health	Tel. Number: 559-675-7893
Email Address: alan.gilmore@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 22 times a year

What was the average number of Board members attending meetings last year? 7

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

Minimum: 4 Maximum: 7

Date of Incorporation: n/a

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

n/a

How often are financial records audited, and by whom? annually

Are the treasurer and/or other financial officers bonded? ○

<https://www.citydataservices.net/cities/madera/app2022arc.pl?rpt=A246&prop=107&status=20>

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Yes ☐ No

If so, for how much?

List any judgments or pending lawsuits against the agency or program:

n/a

List any outstanding obligations:

n/a

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 000			
Benefits			\$0
Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$25,000		\$25,000
Equipment			\$0
Communications			\$0
Meetings & Convenings			\$0
Travel & Transportation			\$0
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed: 0			
Subtotal Non-Personnel	\$25,000	\$0	\$25,000
Total Personnel & Non-Personnel	\$25,000	\$0	\$25,000
Indirect Costs			\$0
TOTAL	\$25,000	\$0	\$25,000
Proposed # of Persons Served:	10,000		
Cost per Individual	\$3		

Attachments

(Upload Instructions)

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20>

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Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment**Link or Explanation for Missing Attachments**

- ☐ Articles of Incorporation and Bylaws
- ☐ Organization Chart
- ☐ Non-Profit Determination Letters, IRS & State (501.3.c)
- ☐ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☐ Client Intake Form
- ☐ Diagram of Area
- ☐ Timeline
- ☐ Other -
- ☐ Other -

Submitted By: Adam Gonzales
 Date Signed: 05/26/2022

Approved By: Marcela Zuniga
 Date Signed: 06/17/2022

Initially submitted: May 26, 2022 - 15:47:05



City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Exhibit C

Program:
Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date:	IDIS #:
Agency Name:	PO #:
Agency Address	
Program Name:	Grant Year:
Program Description:	Report Period:
Prepared By:	Phone #:
E-mail:	

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
----------	------	----	----	----	----	----------------

2. Income Data - Unduplicated PERSONS Served [View AMI Table](#)

– NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total
Extremely Low Income (0 - 30% AMI)					
Very Low Income (31 - 50% AMI)					
Low Income (51 - 80% AMI)					
Moderate Income (> 80% AMI)					
TOTALS					

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											0	0
Black/African American											0	0
Asian											0	0
Amer. Indian/Alaskan Native											0	0
Native Hawaiian/Pacific Isl.											0	0
Amer. Indian/White											0	0
Asian/White											0	0
Black/White											0	0
Amer. Indian/Black											0	0
Other											0	0
TOTAL	0	0									0	0

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)

[Click here to go to the Upload Documents page](#) (Your report will be saved)

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 55150 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.

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- 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. 94-115) 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.

Page 2 of 3

- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

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Exhibit E

U.S. Department of Housing and Urban Development COMMUNITY PLANNING AND DEVELOPMENT

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All FHEO Field Offices
All CDBG Grantees

Notice (CPD) 00-10

Issued: December 26, 2000

Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs Funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act (ADA) and its implementing regulations (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG program. 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.

Page 1 of 7

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 recipient's 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)(3))

Historic Preservation – Recipients are not required to take any action that would result in a substantial impairment of significant historic features of an historic property. However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the ITUD 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 discriminating in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exception contained at section 4.1.7(5) and section 4.1.6(1)(i) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at 202 514-0301 (voice) and 202 514-0383 (TTY). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title II 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/S104/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>CFD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3039	860 740-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-1167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232 1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766 5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4341 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2707	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-1214 x8100	414 297-3214
Columbus, OH	614 469-5777 x8240	614 469 5777 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6883
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-7349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$25,000) WITH THE
CITY OF MADERA, PUBLIC WORKS DEPARTMENT**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with the City of Madera, Public Works Department in the amount of \$25,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera, Public Works Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA - PUBLIC WORKS DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2022, by and between the City of Madera ("City") and CITY OF MADERA - PUBLIC WORKS DEPARTMENT, hereafter referred to as "SUBRECIPIENT."

RECITALS

- A. This Agreement sets forth the responsibilities of City and Subrecipient in accomplishing the objectives of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant as set forth in the Housing and Community Development Act of 1974, (hereinafter referred to as "CDBG"), as amended.
- B. The City has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California.
- C. Under the CDBG regulations the City may grant the CDBG funds to nonprofit organizations or public agencies for certain purposes.
- D. City agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for CITY hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as **EXHIBIT "B"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT**

"A".

The total obligation of the City under this Agreement shall not exceed \$25,000 in fiscal year 2022-2023. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The Subrecipient shall disclose in all public information its funding source.

c. Lobbying Activity

The Subrecipient shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The Subrecipient shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The SUBRECIPIENT shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds.

4. Program Income

SUBRECIPIENT shall report quarterly all program income as required under 24 CFR 570.503(b)(3) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "D"**.

6. Administrative Requirements/Financial Management/Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

City shall retain the right to administer this Agreement to verify that Subrecipient is performing its obligations in accordance with the terms and conditions of this Agreement. Subrecipient and City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 21, 2022, and shall end its performance June 30, 2023, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b)(5).

b. Reports/Required Notifications

The Subrecipient shall submit reimbursement claims with substantiating invoices and time-cards signed by both the employee and applicable Authorizing Official of the Subrecipient. Reports shall consist of the Quarterly Reporting Form. This form is contained in **EXHIBIT "C"** attached hereto and incorporated herein by reference.

The Subrecipient shall also furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. In the event that the Subrecipient fails to provide such reports, it shall be deemed sufficient cause for the City to withhold payments until there is compliance. In addition, the Subrecipient shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The City will inform Subrecipient in writing if CDBG funds are provided under this

Agreement, which require Subrecipient to submit an application or to complete a record as an integral part of receiving these funds.

Subrecipient shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of timecards and related pay stubs for reimbursement.

11. Assignment

Subrecipient may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "B"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "A."** An executed copy of any such subcontract shall be submitted to the City before any implementation and shall be retained by the City.

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

In addition, if the Subrecipient receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in **EXHIBIT "D"**.

13. Conflict of Interest

No officer, employee, or agent of the City who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The Subrecipient shall comply with the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants 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 "B."** No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in **EXHIBIT E**, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The Subrecipient shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status, disability status, or any other status protected by law in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the City, no person shall be employed by the Subrecipient who is related by blood or marriage or who is a member of the Board of Directors or an officer of the Subrecipient. In the event HUD determines a CDBG-funded Subrecipient's organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then Subrecipient shall accept all responsibility to return any CDBG funds received from City.

15. Termination

a. This Agreement may be immediately terminated by City for cause where in the determination of City, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the City hereunder constitute a waiver by the City of any breach of this Agreement or any default which may then exist on the part of the Subrecipient, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the City may, in its sole discretion, immediately suspend or terminate this Agreement.

c. City shall have the option to terminate this Agreement without obligation of City to reimburse Subrecipient from the date the Federal or State Government withholds or fails to disburse funds to City. In the event such government withholds or fails to disburse funds, City shall give Subrecipient notice of such funding limitation or termination within a reasonable time after City receives notice of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

16. Amendments

Adjustment of any line item within the total approved budget contained in **EXHIBIT "A"** or changes in the nature or scope of the program plan set forth in **EXHIBIT "B"** may be approved in writing by the City Manager, or his designee.

17. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "B."** The Subrecipient shall participate in evaluation of the program.

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

Subrecipient shall also agree to on-site monitoring and personal interviews of participants, Subrecipient's staff, and employees by appropriate City staff on at least a quarterly basis.

19. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

20. Reversion of Assets

The Subrecipient must obtain prior written approval from the City whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the Subrecipient for a use which does not qualify under the CDBG program, the Subrecipient shall reimburse the City in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the City of these obligations.

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action,

claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Subrecipient's performance of its obligations under this agreement or out of the operations conducted by Subrecipient, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

Subrecipient and its subcontractors shall perform this Agreement as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Subrecipient's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Subrecipient's employees or subcontractors, any claim or right of action against City.

25. Insurance Requirements for Subrecipients

Without limiting Subrecipient's indemnification of City, and prior to commencement of Work, Subrecipient shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01.
- **\$500,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Subrecipient arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. This provision shall not apply if Subrecipient's activities do not include driving in the performance of the proposed scope of work.

- **Worker's Compensation** as required by the State of California and \$500,000 **Employer's Liability** per accident for bodily injury or disease.

Maintenance of Coverage

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Subrecipient, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Subrecipient shall provide to the City certificates of insurance, as required, as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Enforcement of Contract Provisions (non estoppel)

Subrecipient acknowledges and agrees that any actual or alleged failure on the part of the City to inform Subrecipient of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Subrecipient maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

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Subrecipient agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Subrecipient shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Subrecipient's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Subrecipient shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

26. Violation of Federal Rules and Regulations

In the event HUD determines a CDBG-funded Subrecipient has violated Federal rules and regulations and HUD requires repayment of CDBG funds, then Subrecipient shall repay any CDBG funds within 90 days of a written request from CITY.

27. General Provisions

a. Entire Agreement

This Agreement constitutes the entire agreement between Subrecipient and City with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

b. Notice

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail:

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
CITY OF MADERA - PUBLIC WORKS DEPARTMENT
1030 s gateway dr
Madera, CA 93638

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

c. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

d. Severability

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

CITY OF MADERA - PUBLIC WORKS DEPARTMENT :

By: _____
Santos Garcia, Mayor

By: _____
City of Madera - Public Works Department

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

**FY 2022-2023 Budget
CITY OF MADERA - PUBLIC WORKS DEPARTMENT
City of Madera - Public Works Department**

Budget Line Item	Madera
Personnel Lines needed: 000	
Benefits	
Taxes	
Subtotal Personnel	\$0.00
Non-Personnel	
Move-In Assistance	
Supplies & Materials	\$25,000
Equipment	
Communications	
Meetings & Convenings	
Travel & Transportation	
Training	
Consulting	
Evaluation	
Other Lines needed: 0	
Subtotal Non-Personnel	\$25,000.00
Total Personnel & Non-Personnel	\$25,000.00
Indirect Costs	
TOTAL	\$25,000.00
Number of Persons Served:	
Cost per Individual	

Choose Font: 20 ▼

CDBG 2022/2023 GRANT APPLICATION
PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B – Project/Program Summary

Application Type	Capital Project/Public Improvements	
Legal Name of Organization:	City of Madera - Public Works Department	
Name of Project: Beautification Project		
Street Address/Service Area of Project:	City Wide	
City: Madera	Zip: 93638	
Amount Requested for this Project:	\$25,000	
Amount of Leveraged Funds Available for this Project:	\$0	
Mailing Address:	1030 s gateway dr	
City: Madera	Zip: 93638	
Grant Administrator :	Title:	
Phone: 15596754246	Email: dfoss@madera.gov	
SAM Number: System for Award Management (Formerly, CCR) Number		
UEI Number: HGAUD831PLK1	Federal EIN/TIN Number:	
Program/Project Administrator: Daniel Foss	Title: Public Works Director	
Phone: 15596754246	Email: 1030 S. Gateway Dr.	
Type of Entity/Organizational Structure City Department/Public Agency		
Brief Project Description(50 Words Max): The city will be requesting funding for paint to remove graffiti within the city limits and more specifically in our low moderate income neighborhoods on the east side and downtown areas.		

CDBG CAPITAL PROJECTS/PUBLIC IMPROVEMENTS APPLICATION

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20>

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B. ACTIVITY DESCRIPTION

1. Summary description of proposed project and anticipated accomplishment. (If desired, attach diagram of the area in the attachments section):

Project is based on graffiti removal within low moderate income neighborhoods in the city. The anticipated accomplishment is to clean the city of any and all graffiti.

2. Need (Explain why project is needed.)

There is a need for this project since graffiti with the city is on the rise and so is the price of paint needed to remove the graffiti.

3. Please identify other sources of funds to implement this project. If funds other than CDBG are proposed, please provide supporting documentation/letters of commitment. There are no other sources of funding.

4. Timetable (assuming a start date of July 1, 2022). Will your proposal meet these goals in one year? Give starting date for activity and significant milestone completion timeframes. (Insert any timeline attachment in the Attachments section)

Our starting date will be July 1, 2022 and we very well could meet our goals in a year. We don't necessarily have any milestones other than a visual improvement of the city with less graffiti.

5. What measurable goals will your program deliver?

Measurable goals will be a decrease in citizen complaints of graffiti and an enhanced visual aesthetic within our low moderate income neighborhoods

6. What are the project's expected outcomes? How are the outcomes assessed?

The expected outcome is a removal of all graffiti in our low moderate income neighborhoods. This can be assessed via drives around these areas and a decrease in complaints of graffiti from citizens.

7. Mark the box below that indicates the national objective met:

☒ **Activities Benefiting Low and Moderate-Income Persons.** 570.208(a)

⊗ **LMA-Area Benefit.** 570.208(a)(1) Area-wide activities benefit ALL residents in a particular area, where at least of the people are low and moderate-income. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Census Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. [Click Here](#) to verify Census Tracts and Block Groups for CDBG LMA Service Area Map

○ **LMC-Limited Clientele.** 570.208(a)(2).

○ **Limited Clientele.** 570.208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income eligibility of clients.

○ **Presumed Benefit.** 570.208(a)(2)(i)(A) Clients served are primarily and specifically from one of the following groups:

- Abused children
- Battered spouse
- Elderly persons (62 years of age or older)
- Illiterate persons
- Migrant farm workers
- Handicapped individuals
- Homeless persons
- Persons with AIDS

○ **Client Document Review.** 570.208(a)(2)(i)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

○ **Income Certification.** 570.208(a)(2)(i)(C) Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.

○ **Limited Clientele.** 570.208(a)(2)(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disabled."

○ **Limited Clientele.** 570.208(a)(2)(iii) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).

○ **Limited Clientele.** 570.208(a)(2)(iv) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-income persons assisted is less

than under limited circumstances under 24 CFR [570.208\(a\)\(2\)\(iv\)](#), (a) and (b).

○ **LMH-Housing Activities.** [570.208\(a\)\(3\)](#) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and moderate-income households.

○ **LMJ-Jobs Activities.** [570.208\(a\)\(4\)](#) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) basis, involve the employment of low and moderate-income persons.

○ **Slum and Blight.** [570.208\(b\)](#) Activities that aid in the prevention or elimination of slums or blight.

For addressing Slum or Blight on an area basis, please [Click Here](#) for the regulations and criteria.

○ **Urgent Need.** [570.208\(c\)](#) Community development activities having an urgent need. This objective rarely applies and is reserved for alleviating emergency situations such as natural disasters.

8. How does your proposal support the Vision Plan Madera 2025 Action Plan?

It addresses-Downtown Revitalization: Promote the comprehensive revitalization of downtown Madera. And also addresses strategy 134-Visual Standards.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

- a. How old is the affected structure? 50 years
- b. Will this project affect an historically significant (or potentially historic) structure?
no

2. Archeological:

- a. Will this project involve any ground disturbance?
no
- b. Will this project affect an historically significant (or potentially historic) structure?
no

3. Water:

- is project involve a sewer or water system?
no

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or prevent/eliminate slums or blight. Indicate how the proposed project meets this requirement. Projects that primarily benefit handicapped or senior citizens meet the criteria for benefiting low and moderate-income persons.

Primarily benefits low and moderate-income persons:

a. Number of persons served annually: 60000

b. Service Area: City Wide

Number of City residents served annually: 60,000

Number of persons with disabilities or seniors served annually: 10,000

How will the proposed project prevent or eliminate slums or blight?

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive public input/participation?

Please provide details.

What were the outcomes?

Include documentation of support for the proposal such as meeting minutes, letters and petitions.

We haven't taken anything to council regarding public participation. We do get calls from the citizens regarding graffiti and we encourage them to call any time they see graffiti within the city limits.

2. Note complaints that have been received, etc.

We get a mix of complaints. More so complaining of the graffiti.

3. Provide evidence of collaboration with other agencies within the community.

City does not collaborate with other agencies for this job

F. REFERENCES:

Please provide the name, title, company/agency, phone and email address for three references.

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20>

5/8

Staff will contact references and obtain "Yes" and "No" responses for the following:

- Was your experience working with this agency successful?
- Have you seen at least one very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name: rosalind cox	Title:director of faciities, planning, and construction
Company/Agency Madera Unified School District	Tel. Number: 559-675-4548
Email Address: rosalindcox@maderausd.org	

Name: isabel guzman	Title: principal
Company/Agency Thomas Jefferson Middle School	Tel. Number: 559-474-0271
Email Address: isabelguzman@maderausd.org	

Name: alan gilmore	Title: public health program manager
Company/Agency Madera County Public Health	Tel. Number: 559-675-7893
Email Address: alan.gilmore@maderacounty.com	

SPONSORING AGENCY MANAGEMENT :

CORPORATION DIRECTORS:

How often does the Board meet? 22 times a year

What was the average number of Board members attending meetings last year? 7

Based on the bylaws, what is the minimum and maximum number of seats on the Board?

Minimum: 4 Maximum: 7

Date of Incorporation: n/a

FINANCIAL:

If additional funds are received, please describe the source, the amount and provide supporting documentation.

n/a

How often are financial records audited, and by whom? annually

Are the treasurer and/or other financial officers bonded? ○

<https://www.citydataservices.net/cities/madera/app2022arc.pl?rpt=A246&prop=107&status=20>

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Yes ☐ No

If so, for how much?

List any judgments or pending lawsuits against the agency or program:

n/a

List any outstanding obligations:

n/a

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 000			
Benefits			\$0
Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Non-Personnel			
Move-In Assistance			\$0
Supplies & Materials	\$25,000		\$25,000
Equipment			\$0
Communications			\$0
Meetings & Convenings			\$0
Travel & Transportation			\$0
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed: 0			
Subtotal Non-Personnel	\$25,000	\$0	\$25,000
Total Personnel & Non-Personnel	\$25,000	\$0	\$25,000
Indirect Costs			\$0
TOTAL	\$25,000	\$0	\$25,000
Proposed # of Persons Served:	10,000		
Cost per Individual	\$3		

Attachments

(Upload Instructions)

<https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20>

7/8

Checked attachments below are **REQUIRED** in order to submit your application, and your application WILL NOT be able to be submitted with missing required attachments! Please take this into consideration when timing your submission of this application. The documents you need to upload are checked below. If you have other attachments you would like to include, please check the box and, if Other, identify the Attachment in the box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or mzuniga@madera.gov at least one day prior to the deadline.

Attachment**Link or Explanation for Missing Attachments**

- ☐ Articles of Incorporation and Bylaws
- ☐ Organization Chart
- ☐ Non-Profit Determination Letters, IRS & State (501.3.c)
- ☐ Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- ☐ Program Intake Policies
- ☐ Client Intake Form
- ☐ Diagram of Area
- ☐ Timeline
- ☐ Other -
- ☐ Other -

Submitted By: Adam Gonzales
Date Signed: 05/26/2022

Approved By: Marcela Zuniga
Date Signed: 06/17/2022

Initially submitted: May 26, 2022 - 15:47:05



City of Madera
Grants Department
Marcela Zuniga
Grants Administrator
205 West 4th Street
Madera, CA 93637
Phone: 559-661-3692
Email: mzuniga@madera.gov

Exhibit C

Program:
Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous report. You may use the "Click to Copy" checkboxes to copy this information to the current report.

Date:	IDIS #:
Agency Name:	PO #:
Agency Address	
Program Name:	Grant Year:
Program Description:	Report Period:
Prepared By:	Phone #:
E-mail:	

1. ACCOMPLISHMENTS

Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
----------	------	----	----	----	----	----------------

2. Income Data - Unduplicated PERSONS Served [View AMI Table](#)

– NOTE: Income table is pre-filled from Race/Ethnicity
Presumed Beneficiary:

	Q1	Q2	Q3	Q4	Year-End Total
Extremely Low Income (0 - 30% AMI)					
Very Low Income (31 - 50% AMI)					
Low Income (51 - 80% AMI)					
Moderate Income (> 80% AMI)					
TOTALS					

3. Race/Ethnicity Data - Unduplicated PERSONS Served

Characteristic	Q1		Q2		Q3		Q4		Year-End Total			
	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp	# Served	Hisp		
White											0	0
Black/African American											0	0
Asian											0	0
Amer. Indian/Alaskan Native											0	0
Native Hawaiian/Pacific Isl.											0	0
Amer. Indian/White											0	0
Asian/White											0	0
Black/White											0	0
Amer. Indian/Black											0	0
Other											0	0
TOTAL	0	0									0	0

4. Other Demographic Data

Enter number of Unduplicated PERSONS Served for each line item

	Q1	Q2	Q3	Q4	YTD	
Homeless						
Female-Headed Households						
Disabled/Special Needs						
Madera Residents						

1. Performance and Progress

a. Restate your agency's Major Activities and Performance Measures under your contract's Scope of Work.

You have 2000 characters left.

b. Describe the progress that has been achieved on each activity during this reporting period. Upload charts/tables to show supplemental cumulative numbers if helpful.

You have 2000 characters left.

2. Program/Project Changes

a. If you had any significant modifications in your program/project, please describe them.

You have 2000 characters left.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

3. Program/Project Problems, Challenges, or Concerns

a. Identify any agency problems, challenges, or concerns during this reporting period.

You have 2000 characters left.

b. How are your annual performance goals impacted by these problems, challenges, or concerns?

You have 2000 characters left.

4. Program/Project Problems, Challenges, or Concerns

a. Describe the impact that your program/project has had on clients and the community - e.g., How did your program/project's activities benefit your clients and the City of Madera? How did your program/project help reduce the number of persons living in poverty? If applicable, how did your program/project provide economic opportunities for your clients?

You have 2000 characters left.

b. If applicable, how did your agency maintain and/or expand activities to prevent those currently housed from becoming homeless?

You have 2000 characters left.

Uploaded Documents: (Up to 20 documents can be attached)

[Click here to go to the Upload Documents page](#) (Your report will be saved)

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 55150 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.

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- 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. 94-115) 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.

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- 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

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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 (PLD-00-10)

Issued: December 26, 2000
Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs Funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act

I. Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act (ADA) and its implementing regulations (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG program. 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 recipient's 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)(3))

Historic Preservation – Recipients are not required to take any action that would result in a substantial impairment of significant historic features of an historic property. However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio visual materials and devices to depict those portions of

an historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program. (24CFR §8.21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided. (24 CFR §8.32) For copies of UFAS, contact the ITUD 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 discriminating in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment.

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exception contained at section 4.1.7(5) and section 4.1.6(1)(i) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprog.htm, and through its ADA Information Line, at 202-514-0301 (voice) and 202-514-0303 (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 II 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/Offices/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>CFD</u>	<u>FHEO</u>
Boston, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3039	860 740-4800
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittsburgh, PA	412 644-2999	412 355-1167
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 278-4503 x3229	804 278-4504
Washington, DC	202 275-0994 x3163	202 275-0848
Atlanta, GA	404 331-5001 x2449	404 331-1798
Birmingham, AL	205 290-7630 x1027	205 290-7630
South Florida	305 536-4431 x2223	305 536-4479
Jacksonville, FL	904 232 1777 x2136	904 232-1777
San Juan, PR	787 766-5400 x2005	787 766 5400
Louisville, KY	502 582-6163 x214	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4341 x121	865 545-4379
Greensboro, NC	336 547-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, IL	312 353-1696 x2702	312 353-7776
Minneapolis, MN	612 370-3019 x2707	612 370-3185

Detroit, MI	313 226-7908 x8055	313 226-6280
Milwaukee, WI	414 297-1214 x8100	414 297-3214
Columbus, OH	614 469-5777 x8240	614 469 5777 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6375	501 324-6296
Oklahoma City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6327
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6883
Albuquerque, NM	505 346-7271 x7361	505 346-7327
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x3400
Honolulu, HI	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-5150 x3606	206 220-5170
Portland, OR	503 326-7018	503 326-7349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$5,000) WITH
MADERA COALITION FOR COMMUNITY JUSTICE**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Coalition for Community Justice in the amount of \$5,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$32,500) WITH
MADERA RESCUE MISSION**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Rescue Mission in the amount of \$32,5000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Rescue Mission.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$35,400) WITH
O.L.I.V.E. CHARITABLE ORGANIZATION**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Rescue Mission in the amount of \$35,400 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and O.L.I.V.E. Charitable Organization.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$10,000) WITH
PEQUENOS EMPRESARIOS**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Rescue Mission in the amount of \$10,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Pequenos Empresarios.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$34,000) WITH
MADERA COALITION FOR COMMUNITY JUSTICE**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Rescue Mission in the amount of \$34,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$21,401.50) WITH
CITY OF MADERA, PARKS & COMMUNITY SERVICES**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Madera Rescue Mission in the amount of \$34,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Madera Coalition for Community Justice.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$20,000) WITH
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with Community Action Partnership of Madera County, Inc. in the amount of \$20,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and Community Action Partnership of Madera County, Inc.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$25,000) WITH THE
CITY OF MADERA, ENGINEERING DEPARTMENT**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with the City of Madera, Engineering Department in the amount of \$25,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera, Engineering Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2022/23 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$25,000) WITH THE
CITY OF MADERA, PUBLIC WORKS DEPARTMENT**

WHEREAS, the City Council has considered approval of the 2022/23 Community Development Block Grant Subrecipient Agreement with the City of Madera, Public Works Department in the amount of \$25,000 ("Agreement"); and

WHEREAS, a copy of the Agreement is attached hereto as Exhibit 1 and incorporated by reference.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera, Public Works Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2022/23 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. This resolution is effective immediately upon adoption.



**City of Madera 2022/2023 Proposed
Community Development Block Grant Programs and Projects**



Activity Type	Maximum Allocation	Proposal	Amount Requested	Block Grant Commission 06/08/22	City Council Tentative 06/15/22	City Council Final 07/20/22	Max. Remaining Funds
Administration	\$ 184,402	City of Madera 22-23 CDBG Admin	\$ 184,402.00	\$ 164,402.00	\$ 164,402.00	\$ 164,402.00	
		CAPMC Admin	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
		Total Administration:	\$ 204,402.00	\$ 184,402.00	\$ 184,402.00	\$ 184,402.00	\$ -

Activity Type	Maximum Allocation	Proposal	Amount Requested	Block Grant Commission 06/08/22	City Council Tentative 06/15/22	City Council Final 07/20/22	Max. Remaining Funds
Public Services	\$ 138,302	Big Brothers Big Sisters	\$ 10,000.00	\$ -	\$ -		
		Madera Coalition for Community Justice (MYLSAP Street Art)	\$ 27,403.00	\$ -	\$ 5,000.00	\$ 5,000.00	
		Madera Rescue Mission	\$ 34,500.00	\$ 34,500.00	\$ 32,500.00	\$ 32,500.00	
		O.L.I.V.E. Charitable Organization	\$ 37,400.00	\$ 37,400.00	\$ 35,400.00	\$ 35,400.00	
		Pequeños Emprendedores	\$ 89,358.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
		Madera Coalition for Community Justice (Madera Rental Assistance)	\$ 86,825.00	\$ 30,000.00	\$ 34,000.00	\$ 34,000.00	
		City of Madera Parks (Seniors)	\$ 148,500.00	\$ 26,401.50	\$ 21,401.50	\$ 21,401.50	
		Total Public Services:	\$ 433,986.00	\$ 138,301.50	\$ 138,301.50	\$ 138,301.50	\$ -

Activity Type	Maximum Allocation	Proposal	Amount Requested	Block Grant Commission 06/08/22	City Council Tentative 06/15/22	City Council Final 07/20/22	Max. Remaining Funds
Capital/Public Improvements	\$ 659,307	City of Madera Engineering Department Front Desk Counter	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
		City of Madera Public Works Department Graffiti Clean Up	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
		McNally Park Project	\$ 609,307.00	\$ 609,307.00	\$ 609,307.00	\$ 609,307.00	
		Total Capital Projects/Public Improvements:	\$ 659,307.00	\$ 659,307.00	\$ 659,307.00	\$ 659,307.00	\$ -

Total Funding

\$ 982,010.50

\$ -




Version: 06/08/2022 09:08:00 AM. This is the final version of the document. No further changes will be made. All changes will be made to the original document.

Grantee SF-424's and Certification(s)

OMB Number: 4340-0044
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
<div> <div> *1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Change/Amended Application </div> <div> *2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision </div> <div> *3. Revision, amendment number(s): <input type="text"/> * Other (Specify): <input type="text"/> </div> </div>		
*3. Date Received: <div></div>		4. Applicant Identification: <input type="text"/>
5a. Federal Entity Identifier: CA-62169-Nadara		5b. Federal Agency Identifier: B-22-MC-Cv-30,700
State Use Only:		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>
B. APPLICANT INFORMATION:		
*a. Legal Name: <input type="text" value="City of Nadara"/>		
*4. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="00-0000000"/>		*c. DUNS: <input type="text" value="000000000"/>
d. Address:		
<div> <div>* Street1: <input type="text" value="210 N. 4th Street"/></div> <div>* Street2: <input type="text"/></div> <div>* City: <input type="text" value="Nadara"/></div> <div>* County/Parish: <input type="text"/></div> <div>* State: <input type="text" value="CA-62169-Nadara"/></div> <div>* Province: <input type="text"/></div> <div>* Country: <input type="text" value="USA: UNITED STATES"/></div> <div>* Zip/Postal Code: <input type="text" value="91611-1000"/></div> </div>		
e. Organizational Unit:		
Department Name: <input type="text"/>		Division Name: <input type="text"/>
f. Name and contact information of person to be contacted on matters involving this application:		
<div> <div>Prefix: <input type="text"/></div> <div>* First Name: <input type="text" value="Marcela"/></div> <div>Middle Name: <input type="text"/></div> <div>* Last Name: <input type="text" value="Sanchez"/></div> <div>Suffix: <input type="text"/></div> </div>		
Title: <input type="text" value="Grants Administrator"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="562-662-1190"/>		* Fax Number: <input type="text"/>
* Email: <input type="text" value="marcelasanchez@cityofnadara.gov"/>		

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant	CA-016
* b. Program/Project	16
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date	07/01/2022
* b. End Date	06/30/2023
18. Estimated Funding (\$):	
* a. Federal	922,010.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	60,000
* f. Program Income	0.00
* g. TOTAL	982,010.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. "By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	Mr.
* First Name:	Arnoldo
Middle Name:	
* Last Name:	Rodriguez
Suffix:	
* Title:	City Manager
* Telephone Number:	559-661-5400
Fax Number:	
* Email:	arodriguez@madera.gov
* Signature of Authorized Representative:	
* Date Signed:	6/10/22

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020, 2021, 2022 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:


1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000c) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, I, K and R.

Compliance with Laws -- It will comply with applicable laws.


Signature of Authorized Official


Date

City Manager

Title

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing – The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan – It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.


Signature of Authorized Official


Date

City Manager

Title

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0006
Expiration Date: 12/31/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:


1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient) to pay the non-Federal share of project costs; to ensure proper planning, management, and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4726-4763) relating to prescribed standards of merit systems for programs funded under one of the 18 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1635-1636), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§293 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VI of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination statute(s) in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Previous Edition: Inactive

Approved for Local Reproduction

Standard Form 424B (Rev. 7-87)
Prescribed by GSA Circular A-102

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Cape and Act (40 U.S.C. §278c and 16 U.S.C. §374), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for Federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-254) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) inclusion of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of voting facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11860; (d) evaluation of flood hazards in floodplains in accordance with EO 11888; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 175(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-203).
16. Will comply with the Wild and Scenic Rivers Act of 1965 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect or; (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Tipton	05/01/2021

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