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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Annual Action Plan 2022 mzuniga@madera.gov

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(I))

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 A0nnual 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	РНА
	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 Services-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	Fraces Housing Authority	The Strategic Plan and Fresno/Madera Continuum of Care both address the need to
	Fresno Housing Authority	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	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities non- targeted/broad community Residents of Public and Assisted Housing	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.	There were no public comments received. Applicants each presented their projects to Commission members. Members asked clarifying questions to assist in the selection process.	N/A, informational to gather priorities.	

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

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

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

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

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected	Narrative Description
J			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Remainder of ConPlan \$	
Other	public -	Housing						
	state		0	0	0	0	0	
Other	public -	Housing						
	state	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
	2022-2023 ADMIN - Community Action Partnership of Madera County - Fresno Madera
2	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
	2022-2023 PS - Madera Parks and Community Services - Madera Seniors Nutrition & Recreation
8	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	Darie de Norma	2022 2022 ADMINI Cit. Administrative
	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.
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	The Madera Rescue Mission serves all people in need as it relates to emergency shelter and food. Additionally, they offer the following services: 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 - Pequenos Empresarios Ninos en Accion
	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	Pequenos 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 if 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	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.
		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.
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 beneficia 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 citywide 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 Throug		
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(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(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.

 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 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	
Other CDBG Requirements 1. The amount of urgent need activities	0
	0

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

Attachments

Citizen Participation Comments

Proof of Publication

(2015.5 C.C.P.)

ind Masero Tribuille (P.C. 50x 255 Musero (C) \$3630 (Ph. 330-674 2424 (Vsalhe) tradicipation (Vpc.) 252

<u>FUBLIC NOTICE</u>

CITY OF MADERAL ADVINISHBAT

KEE, NO. 4957

STATE OF CAURORNIA

County of Mideral

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PUBLISHED ON APRIL BC, MAY 7, 2007.

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City of Madera

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

The Sity will be receiving Community Development Bluck Grant (CDDG) from the effice of Housing and Uniter Development (HDD). The purpose of CDBG fronts is to provide assistance to local community unganizations whose work provides decent housing, a suitable living environment, until or expand economic apportunities. The projects must meet one of this following three net challobjectives 1) benefities/monopole income (LMI) persons; 2) prevent or eliminate slums and alignts analyze 3) meets an ungent need. Applicants are required to submit a Require for Ending Proposal that cuttimes their program/project and hard it supports the goals and objectives of the CDBG program.

Estimated 2012-2028 Available CDBG Funding		
2072-2023 CDB6 Altocation	= \$950,000	
2021-2022 Real opated Housing Finds	\$60,000	
Total CDBG Funds	= \$1,010,000	

Date	Action Item
4/25/22	2022-2023 CD8G RFP Opens
	Applications to harry de accepted electronica by through City Data Services. See
No. of London	application sugnission information below.
5/05/22	Technical Assistance Application Meeting
	5:30 PM via ZOOM
	Please use the following ZDOM unit to join the impeting:
	1.tps://us06web.zoom.us/j/88567104160?pwd=c3irt.yswSGgyVWhwTUYrZnlQNi1F2223
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 CBG members.
0/15/22	CDBG Draft Action Flan to Dity Council - Public Hearing Opens
7/20/22	Public Hearing Closes/ City Council Approves Final 2022, 2023 Action Plan
7/21/22	Submit 2022-2023 Action Planto HUD

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Annual Action Plan 2022

Proof of Publication

(2015.5 € C.P.)

the Madera Tribude 2.0), 3 to 269. Maneral Cal98039 41:559-574-2424 egel:@maderatribuse.not.

NOTICE OF PUBLIC HEARING

CITY OF MADERA LADMINISTRATION

R07, NO. 5072

NIA HOF CALIFORNIA County of Madora

flore a queen of the United States and a resident of line County atoresaid; lam over the age of eighteen years, and on a pury to an interested in the above critical matter. Tamiling principal clerk of the printer of the Modera Tributio, a newspaper of general circulation, published in the City of Mapera, County of Maders, and which newspaper has been adjudged a newspaper. of General disculation by the Supplier Court of the County of Maders, State of California, under the date of November 9, 1966, Case Number (875 that the notice, of which the annexed s a printed copy, has been bublished in each regular and critic walls of said newspaper and not in any supplement thereof on the following dates, to wit.

PUBLISHED ON: ILNE 4, 2022

specify to the are under sensity of segury that the foregoing is tradiand correct.

NOTICE OF A PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC ON THE BLOCK GRANT COMMISSION'S RECOMMENDATIONE TO THE CITY OF MADERA CITY COUNCIL RECARDING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBC) 2022-2025 FUNDING ALLOCATIONS WITH AN ESTIMATED AMOUT OF \$52,010

Notice is "Westly given that the City of Maders will ordid a Public Hearing to re-cisive Input from the public on the "economendations having made by the City of Maders Brick Crisin! Commission (ECC) set have to elected the City 2 0222-223. COC PM during the City Council's regularly scheduled meeting. The Council Chembers will be open to the public. This meeting will also be waitable for public viswing and participation through Zoom Members of the public may also observe the live streamed meeting on the City's website at www.maders.gov/tive. Mem-bers of the public may comment on agenda items at the meeting or remotely through an exclusive making stalphore by tilding (EBS) 000-835 cmc10 is 244-4-8-235 Comment, said also be excepted by small at chromoening-biocom-ment/@preferringer or by regular met all 2009. Will the Chromoening-biocom-ment/@preferringer or by regular met all 2009. Will the Chromoening-biocom-ment/@preferringer or by regular met all 2009.

The City of Madex must comply with the regulations of the U.S. Department of Housing and Urbain Development (HUD) that require that the 2022-2023 Action Plan funding the mod to meet at well 1 of HUD's National Objectives.

- Benefit to Ger and moderate income (LMT) persons. Aid in the prevention or within along a balance or old it. Meet a need in wing report makes, greenly (whenever the page of the con-

The objective of this public hearing is for the public to provide input to the CP₂ Council on how to allocate the funding so that City C uncil can provide staff disse-ions and complete the CDBG 2022-2023 Action Plan, which will detail the alloca-ions and case for the funds.

All persons interested in this matter may be heard at the hearing. Persons of low-and moderate- incomes, disabled and elderly persons, members of minority groups, and persons residing in areas where CBBG programs and projects are proposed are particularly encouraged to perfolipsis. Please contact the City of Madera Grant Administrator Marcela Zuniga at (559) 681-3692 or mzunioa@madera.com fc. more information.

No 6072 - June 4, 2022

Proof of Publication

(2015.5 C.C.P.)

The Madera Tribund P.O. Box 259 Madera, Ca 92629 Ph: 559-674-2424 <u>loga s@maderathbune.net</u>

NOTICE OF PUBLIC HEARING

CITY OF MADERA I ADMINISTRATION

REE, NO. 5157.

STATE OF CALIFORNIA County of Madery

Tam a officer of the United States and a resident of the County. afficesaid, I am over the age of eighteen years, and not a party to or interested in the apove-entitled matter. I am the principal plenk of the printer of the Madera in pune, a newspaper of general circulation, published in the City of Madera, County of Madera, and which newspaper has been adjudged a newspaper of Ceneral direcation by the Superior Court of the County of Madera, State of Carfornia, under the date of November 9, 1965, Case Number 4875 that the hotice, of which the annexed is a printed groy, has been published in each regular and entire issue of said nepspaper and not in any supplement thereof on the following dates, to wit:

PuBUSHED ON: JULY 03, 13, 2022

Tiders by an addlare under density of perjory that the foregoing is true and cornect.

NOTICE OF A PUBLIC HEARING TO RECEIVE RIPLIT FROM THE PUBLIC ON THE ELOCIM GRANT COMMISSIONS RECOMMENDATIONS TO THE CITY OF MADERS OF THE CITY OF MADERS OF THE CITY OF THE CI

Notice is hereby given that the City of Madera will hold a Public Hearing to re-ceive input from the public on the recommendations being made by the City of Madera Block Grant Commission (BGC) on how to allocate the City is 2022-2023 CGBG funith. The public hearing will be held an Wednesday will you 2022, at 6:00 PM during the City Council's regularly schaduled meeting. The Ceuncil 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.goraluse. Mem-bers of the public may comment on agende librar at the meeting or remotely through an electronic meeting wa phone by the ling (699) 900-6833 enter 10: 878 3600-4294 #. Comments will also be accepted via email at etyposurcipublic com-ment@msders.gov or by regular mail at: 205 W. 4th Street Madera, CA 19887.

The City of Medera must comply with the regulations of the U.S. Department of Housing and Urban Development (PUD) is the require that the 2022-2023 Agrian Plan funding be used to meet at least of HULD National Objectives.

- Benefit to low- and moderate-income (LMT) persons Aid in the prevention or elimination of shame 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 Cauncil on how to effocite the funding so that City Council can provide staff direc-tion to complete the COBG 2022-2023 Action Plan, which will detail the alloca-tions and uses for the funds.

All persons interested in this matter may be heard at the hearing. Persons of loaded moderate-incomes, disabled and elderly persons, members of minority groups, and persons residing in areas where CDB3 programs and projects are proposed are particularly encouraged to periopate. Please contact the City of Madera Carant Administrator Maccela Zunige at (559) 661-3692 or mizunige@madera.g.bv for more information.

No. 6167 - 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 Rodriquez 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 Rodriquez 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 Zuniza

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:

Council Meeting of: June 15, 2022

Agenda Number: C-1

Department Director

Arnoldo Rodriguez, City Manager

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 fiveyear 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	Requested grant
runaing categories	be allocated	amount

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

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

Senior Wellness, Meals, and Recreation Total	\$433,986	\$138,301.50
Nutrition & Recreation Programs	\$148,500	\$ 26,401.50
City of Madera, Parks & Community Services – Madera Senior		
Child Entrepreneurship and Education Program	\$89,358	\$10,000
Pequeños Empresarios Inc	¢00.350	¢10.000
Temporary Victim Housing	\$37,400	\$37,400
O.L.I.V.E. Charitable Organization - O.L.I.V.E. Safe House	637.400	ć27.400
Homeless Prevention and Services	\$34,500	\$34,500
Madera Rescue Mission- Homeless Services Program	424.500	624 500
Downtown Improvement Street Art		
Street Art Project	\$27,403	\$0
Madera Coalition for Community Justice - Madera Youth Leaders		
Madera Rental Assistance Project	\$86,825	\$30,000
Madera Coalition for Community Justice	éac aac	£20,000
Youth Mentoring STEM		

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			
Applicant	Amount Requested	BGC Recommendation	
City; Engineering Department Front Counter ADA Compliant Upgrades	\$25,000	\$25,000	
City; Public Works Department Beautification Project	\$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:

- CDBG 2022-20223Action 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, HAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A - Project/Program Summary

EXIIIDICA - P	roject/Prog	gram Summary
Application Type	(Public Sec	vice
Legal Name of Organization:	Редцевоз Епіргозагіря	
Name of Project: Ninns on Accion		
Street Address/Service Arm of 2 miguel:	16905 Rod	d 36 Suite 103
ülty: Madera	Zip: 9353E	
Amount Requested for this Project:	5119/35/1	
Amount of Leveraged Funds Available to this Project:	S0	
Mailing Address:		Madera, Ca 99648
City: 19905 Road 26 Suite 103		Zip: 93637
Grant Administrator : Herenice Solls		Title: Proffit Relations
Phone: 9057716763	Emzil: Macora, Ca 93630	
SAM Number: System for Award Maix	gement (Fo	rmerly, CCR) Number
UEI Number: 16905 Rd 26 Suite 103 Federal EIN/TIN Number: 45/5		Federal EIN/TIN Number: 45 5640209
Program/Project Administrator: Ivanor	Hipolita	Title: President
		Emzdl: 16905 Rd 25 State 103
Type of Entity/Organizational Structure	Non-Profit	
Brief Project Description (50 Words Max skills, flushetz) literacy family and norm positive self esteem, environmental awar etiquetta.	(2015 ming b munity bond	thingual workeltops to help develop social is, emotional intelligence, assisting with oral evaluation, values and proter

CDBG PUBLIC SERVICES APPLICATION

- 1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BY ADDRESSED (Describe the community need or problem to be addressed by the proposed program. State how and by whom the mend was identified. Cite your sources (e.g., U.S. 20XX Consus Data Table X.)
 Educational workshops that assist abused, abandoned or real rated obtained in the Digettic support SOURCE (Providus We deships held). The process involved in individuals to create an untimited or individuals to create an untimited or individuals the second or assistant with 160 shalls development and jobs fractions. According to the Madera juvenite data have, 3067 (eveniles are incarcerated wordly. We offer a connumity network of assistance to prevent the statistics from continuing a grow.
- Z. **EXISTING SERVICES**: List other agreeies currently addressing the need or problem described above.

Kidshealthorg, childrandorg and Unicetorg, byraceg

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

Dur services are geared (owards reinforcing the core subjects to better property action to all help them improve scattering by Addictionally, students are taught personal growth by limbing their strengths and acknowledging their weaknesses. Another example of nor original program is we offer cultural and traditional acknowledging the We offer

- 4. Describe the meshod used to measure the effectiveness (encourage) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation. Objinized are provided with a questionaire to analyze their skills. Busing the conse, old dren receive one or one sessions to measure course progress through personal testimentials. Obtlined are able to walldate the impact of the program and describe the impact it has created in their lives. A survey is provided to the children after completing or once to measure its sources.
- 5. Mark the box below that indicates too national objective niet:
- ® Activities Benefiting Low and Moderate-Income Persons. 570.208(s)
 - $\odot \textbf{LMA-Arca Rongfit}, \underline{570.208(80)} (Ansa-Wide activities benefit ALL residents in a particular area, where at a constant of the particular area, where at a constant of the particular area are a constant of the particular area. When the particular area are a constant of the particular area are a constant area are a constant of the particular area are a constant of the$

https://www.dtydataservices.net/bl.es/maderca/apo2002erc.pi?ipt=02376prop=103

17

least of the people are low and moderate-income. The service area of the emject must be specifically identified. If this objective is selected, upload a service area map that includes all Consus Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage <u>click Here</u> to vorify Census Tracts and Illock Groups for CDRG UMA Service Area Map

- © LMC-Limited Clientele, 570,208(4)(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.
 - C Presumed Benefit, \$70,208(a)(2)(0)(9) Of Hints served and primarily and specifically from one of the following groups:
 - C Abused children
 - C Battered spouse
 - O Edecly persons (62 years of age of older).
 - C Uliterate persons
 - Migrant famu workers.
 - O Handicapped individuals
 - O Homolesa personal
 - O Persons with AIDS
 - Client Document Review 570.200(2)(2)(b) Clients provide fav documents, pay stobs, esq. coverily income. Upload sample worksheet.
 - * Income Certification, \$70,200(§/2)((v)) Cheats todependently "income-certify" on a form provided by the Crantee. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.
 - O Dimited Clienteke. 570.208(4)(2)(6) An activity that serves to remove material or architectural larmers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely disable of".
 - O Liturited Clientele. 570(208(a)(2)(ii) Microenterprise assistance activity to henefit new and existing interpreter prices (five or fewer employees, including owner who is a low-mud person).
 - O Limited Clientele. 570,208(6)(2)(§ A job training and placement and/or other employment support services activity, thattiding, but not limited to percontage of programs, counseling, child care, transportation and other similar services, in which the percentage of low- and moderate-fromtee persons assisted is less than under limited circums ances under 24 CFR 570,208(a)(2)(a), (a) and (b).
- LMH-Housing Activities, \$70,208(a)(2) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be accupied by low and maderate-income households.
- CLMJ-Jobs Activities. <u>\$70,200 (a)</u> An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTR) basis, involve the employment of low and moderate-income persons.
- O Shom and Blight, 570 2000; Activities that aid in the prevention or a infination of slums or blight. For addressing Shom or Blight on an area basis, please Calcidian for the regulations and criteria.
- O Urgent Nised, 570,208(g) Community development activities lawing an urg-runness. This objective early applies and is reserved for alleviating emergency attactions such as natural discovers.

6. Which measurable objectives does your program meet?

Our old entires one measured by the outcome of our student surveys/testhramies from when they enter our workshop phase 1 to the littal phase. We also measure our objectives by the upon we gather aron our parents staff and crackes at the end of our workshops. When beginning our program the student stams with very low self-esteent, guite staff close minded. Then receives the tools to propriet yrom marriage with others and build confidence to make an impact to their fulling by minding to exceed the file of their decreases.

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

Our goal is to accentuate our jangram by gurbering the propor holls to lead if tate our leaders and staff with more trainings to better educate our objects. By dying so we expand our objectors leading capacity and overall growth.

8. What Linguigh resources, other than City are available for this program? Force 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 Furgo, Latino Community Foundation, "atino Giving Cursts Vaccouste all 50. New York Life.

**At the topment we are not committed to any limiters?

https://www.cilydataservices.net/cities/madema/app2022amp[27pt=0235&prup=103

207

- 9. Describe in detail all processed plans for fund raising for this program. What is the projected not income from fund raising? If not 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 in istancing currently fund raisers in the dear future.
- 10. What was done to receive public inear/participation? Please provide details. What did the public input/participation (dontity? Include documentation of support for the proposal such as accepting minutes, letters and politicipations.

Public participation was achieved (mough social needs ads, parents, family members and children spreading the word of our movement. Our community supported us by detailing their time as well as food and supplies for our kids.

They support us as yellouteers by promoting and geograms and services.

- 11. There is an offered outside the Madera city limits, include the list of fourting sources and supporting documentation/letters of commutation that support these program services. We primarily service our community of Madera and during COVID were able to expanded our services outside of out geographical area to a few surrounding cities. Our unline 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 north link serve issues.
- 13. Discuss your program's/project's successes.

Since the program storted in 2010 we have 70% of participating families stort a may but ness, 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 overlee years of serving the community, the Pronents Empresarios program has grown each year. We have increased the number of children and bruilles encolled to the program. We

have added more services and workshops. We were arise to provide 1976 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 wervice or a quantifiable increase in the level of service.

We've increased the age of teria from 7-12 to now 7-17. We are now offering our workshoos to all high schools in Market. County, We have also provided information about local resources available to not community.

CLIENT POPULATION	
1. Indicate the total number of potential clients in the community who requite	28,54
Anna vervinez	
Indicate the Total number of Unduplicated Clients you incend to serve during	SDI
the term of this proposed program/service (12 morths).	
k If this program was funded last year, has there been a change in the exceptibilities	@ Yes
of the unget population to be served and/or shift in the grographic target area?	O No
4. Are income criteria used to establish eligibility for services? [10]yes, attach a	
copy of the documentation to establish income digibility by household size and	® Yes
limus shold gross annual income. Acceptable forms of documentation include two	
years of tax documents, six months of paycheck stubs, six months of checking and	O No
steings statements, retitement accounts, 401(b)(3) or 401K plans, etc.	
5. Is a fee schedule used?	C Yes
[It yes, attach a copy of the fcc schodule.]	® Na
Please explain your answor to #3 above. Limit your response to the space below	
expanded the age required to attend the program.	

AGE	GENDER
Basil/www.citydataservicee.net/offee/medet	ca/app2022arc.p.?rpt=C2H2Aprep=101

3/7

6/7/22	-	-

CHAI	Date	5ervices -	Relations
No HY	ragia.	DB.AICES -	IMBOB 8

0-5	o[
G 12	200
13 17	200
1FI 34	70
35-54	30
55-59	0
60-64	0
65+	9
Total	500

Female	300
Male	200
Total	500

Female-Headed	20
Households	30

Ethnic Categories*	Clients
Hispanic or fatino	50
Not-Hispanic on faction	
Total	50

Racial Categories*	Clients	
American Indian or Alaska Native	î	
Asian		
Black or African American	1	
Native Hawaiian or Other Pacific Islander	3	
White		
Other	500	
Toral	500	

*Public reporting burder for this cultert ion is estimated to average 10 migutes per response, including the time for reviewing institutions, searching existing cata 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 amenied, the Housing and Urban Rural Recovery Act of 1983 and Housing and Luminumity 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 1805. 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 Gentral American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in sublition to "Hispanic" or "Latino."
- Not We canic or Lavino. A person not of Cuban, Mexican, Puerto Moor, Smith or Central American, or other Spanish culture or origin, regardless of race.
- American Indian or Abaska Native. A person having origins to any of the original peoples of North and South America (one using Central America), and who maintains total 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 Philipping Islands, Thailand and Victuanu.
- Black or African American, A person having origins in any of the Mack cactal groups of Africa, Terms such as "Haitian" can be used in addition to "Elack" or "African American."
- Native Hawatian or Other Pacific Islander. A person having origins in any of the original peoples of hawati, Guarr, Sarma, 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 auppoin 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 mostling minutes, letters and petitions

Public partic pation was achieved through some movies ads, pargots, family members and children spreading the wood of non-movement, Our community supported us by denating them three as well as food and supplies to non-kids.

They support us as colunteers by promoting our programs and services

https://www.cibycatasarvices.nat/orles/maderos/app//029arc.p///pt=C232&prop=103

4.7

.

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

3. Provide evidence of callaboration with other agencies within the community.
Madma Missian, Mexican Europalate, Presno Area Hispanic Poundation, Lideres Compes has,
Binational Commit California.
Evidence will be provided below.

City Data Services - Nadera

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 should loss lose very successful project developed by this organization/agency?
- Do you think they are doing a good job in Madera?

Name: Emiry Miles-Mattingly	TiEe:CEO
Company/Agency Georgest Wealth	Tel. Number: 559-681-9838
Email Address, emlen@gennextwealth	ticom

Name: Olga Norma	Title: Director
Company/Agency California State University Emerc Foundation	TN1. Number: 559-545-8445
Email Address nunezo@mail.frestest	ots.edu

	Intle: CBO
Company/Agency Treate Area Hispania Foundation	Tel. Number: 559-577-2975
Email Address: dwystrifunc@fresnicon.	III V,

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS:

How often does the Board mixel? 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 scats on the Board? Minimum: 3 — Maximum: 7

Date of Incorporation: 10/28/2013

FINANCIAL

If additional finds are received, please describe the source, the amount and provide supportingdocument at ion.

Wells Pargo \$20,000 approval pension,
Vaccinate ALL 58 \$5,000 approval pending
Presuo Area Dispanic Foundation- \$1,200 received

City of Madera \$7,453 received

Graduation funding

Creative Leadorship Associates \$300 Prime AG \$700 Sabor os poder \$738 Contral Valley Javen care \$300 Jose Raminez \$250 CVRC gervines \$300 Magera Martia Acts \$310 Jose 5ntick \$1,000 New York life \$1,200 Maria Tapia \$300

https://www.eltydataservices.nevicitics/mademo/app2022arc.ul?rpt=C232&crep=103

5/7

ECsiavines \$330

Webbonie Teuri \$700

How often are financial reports audited, and by whom? Financial records are done once a month. Done by Maria Vargos Treasurer

Ace the treasurer and/or other financial officers banded? 🗥 Yes 🕒 🏵 No

lifes, for how much?

List any judgments on periting low-most against the agency on programs:

попе

List any ogosomding obligations:

поис

Budget Line Hem	Madera	Other Funding	Program Total
Personnel Lines necoed:			
Benefits			53
Taxes			50
Subtotal Personnel	\$10	30	53
	ion-Porsonnel		
Mayis In Assistance			SJ
Supplies & Materials	37,925		\$7,925
Equipment			30
Communications	\$4,186		\$1,185
Meetings & Convenings			\$1
Travel & Transportation			\$0
Training	10		\$1
Consulting			\$0
Evaluation			. \$3
Other lines mondrel: 7			
Payroli Payroli	S30,000		\$30,000
workshops	903,88		\$0.500
graduations	S6,000		\$6,000
(Htll:ties	82,514		\$2,514
insurance	52,913		\$2,913
Teachers & Trainers	\$17,100		\$17,150
Rent	\$10,120		\$10,120
Subtatal Non-Personnel	589,358	80	\$89,359
Total Personnel & Non- Personnel	389,358	50	509,358
Indirect Costs			5.0
TOTAL	389,350	\$0	889,358
Proposed 4 of Persons Served	500		
Cost per Individual	8179		

Attachments (Upload instructions)

Checked attachments below are REQUIRED in order to submit, your application, and your application, WHIL NOT be able to be submitted with missing required alter fine ease take this into consideration when During your submission of this application. The documents you need to upload one cleaked below. If you have other attachments you would like to include, please check the hox and, if Other identify the Attachment in the box II you are unable to upload any of the attachments, contact Marcela Zuniga at 5.59-561-3692 or mzuniga@maders.pow at listed one day pixor to the deadline.

Attachment

Articles of Tacopporation and Bylaws

T. Organization Chart.

■ Non-Profit Determination Letters, LRS & State (501.3c)

Most Recent Pinancial Statements

🗔 Most Recent Audit & Findings, Fany

Program Intake Policies Client Intake Form

Evaluation Document

Board Certification

Link or Explanation for Missing Attachments ARTS-PB-338-xil PE_EY-LAWS_OF334-rol

We do not have a current chart at the moment 501 L0368,png secretary 0500-0341, LP STATE OF CAL FORNIA40,pdf 30 de abril de 2022336,pdf 30 de abril de 2022337,rcf

No Accits N/A

client form, xtf N/A

https://www.citydataservices.net/intras/mariom.wo.sp2022arc.ut7rpt=0232&orcp=103

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* .

6/7/22, 4:26 PM

- ☑ Ground Roster
 ☐ Income Certification Form
 ☑ Other -

 - Other Children Questionnaire

City Data Services - Madera

BoardofDirectors342/docx

N/A state_farm340.pcf

empresarios JPG EMPRESARIOS35 pdf EMPRESARIOS34 pdf EMPRESARIOS33 pdf

Submitted By: Date Signed

Leonor Hipolito 05/26/2022

Industry associated. May 26, 2022, 16 44,08

Articles of Inc Doration of a ARTS-PB-Nonprofit Public Benefit Corporation 501(c)(3) o form a nonprofit public benefit corporation in California, you can \$11 out lide form or prepare your own document, and autimit for filing along with: A \$30 filing fee. A separate, num-efundable \$15 service for 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.flb.ca.gowbusinesses/exempt_organizations_or_call_the_California Franchise Tax Board at (916) 645-4171. Note: Before submitting this force, you should consult with a private alternay for This Space For Office loss Only advice about your specific business neads Por questions about this form, go to www.sas.co.gov/hosiocsc/be/filing-tps.htm Comporate Name: (Us) the proposed committee with. Go to wive concarpation remains remainded by the following committee of the experience of the committee of th ana (sariotors.). (I) The name of the corporation is PRQUENOS EMPRESARIOS, INC. Conjumble Purpose: (Item 2a: Check on remark some) buy 2u. The specific purpose of the corporation must be ideal if you are prigate on for "build" properties to if you intend to apply to the example reduced. Colifornia.) b. The specific purpose of the corporation is to SEE ATTACHMENT ${\sf A}$ Service of Propaga (1) statistical and donor and active 1506 conjunation in California I of appeals to be year initial agont to actest sowns of posterois in cape your comprehence is said. You may for any activities of California, You may not list your swin comprehences the agent. Democratic as conditional the agent to a 1506 comprehence from the conditional for exercise of posterois and according to the first conditional from the conditional form to the cond ① a. HARRY PASOUZZI Agento Namo b. 2377 W. SHAW AVENUE, SUITE 201 FRESNO CA 93711 Agent's Xines' Address (if open is not promoving - the initias' of Fig. 800 Dip/ho abbrevations) Comporate Addresses 414 ELM STREET MADERA CA 93538 what about Address of Corprovent in the last ket a 750, But City for anomal/above) Wale Zip h white Myeing Advance of Commerces, YasVersal Cost 4a Cap (on encountedos), Additional Statements: (The Moving swammers are equited to opport as exemption from the Internal Governor Service or the Collisms I randoms true Busing under Internal Service Conde section 50(10)(3). Note Condentations governor the Internal Service Condentation of the Internal Condentation (see this Ignar). 3. This constraint is organized and operated exclusively for the purposes section in Article 2a horse/ within the mapping of internal Revenue Code section 57 (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 invovably dedicated to the purposes in Article 2a hisrael and has part of this interpretation of a part of this corporation shall ever inure to the behalf of any direction office in compensation the resolution or winding up of this corporation, its assets remaining after payment, or provision for payment, or all debts and liabilities of this corporation shall be distributed to a compretit 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 \$01(c)(3). This form this liber signed by each incorporate. If you need more spack, asach evice pages that are 1-eided and on standard letter-steps, space (8.127 x 117). All attachments are made particitiness articles of componeity to Jeony Hipolite LEONOR HIPOLITO Artor your come here Dinen cherationame a der cavalire la Secretary of Braze The Mall Drop-DN Sporedary of Siste 1500 11th Street, 3rd Floor Secrements, CA 95814 Upon titing, we will return and it's uncertified copy of your field document for thee, and will certify the copy upon recurst and payment at a \$5 certification fee. Sucherry of State
Suchers Entities, P.O. Opt. 984260
Secretaint, CA 94249-2800 Comparations Calls §§ 5155-5152-all-say, Richards and Tillumbur Calls §§ \$1151 existing and 24701 at seq \$513 Cylinna Screens of State AH (8 P5-901(c)(2)/(95/108/9015) www.ese.ca.govitusinses-beThe 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
Jaimo Olibas Vice President
Maria S. Vargas Treasurer
Jacima Bestriz González de Berroesl 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, adjuurned at $12:40\,\mathrm{Pm}$

Respectfully submitted,

Date:10/27/2015

Jacinta Beatriz Gunzalez de Berrocal, Secretary of the Meeting



State of California Secretary of State

N

Statement of Information

(Domestic Respondit, Credit Union and Consumer Cooperative Corporations)

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

1. CORPORATE NAME

PEQUENOS EMPRESARIOS, INC.

EW25822 FILED

bi the office of the Secretary of State of the State of California

JAN-23 2014

CALIFORNIA COSPORATE MUNICER

C3815525

This Space for Filing Use Otty

				$\overline{}$
Complete Principal Office Address: (On not abbreviate the name of the city, firm 3 committee a P.O. Box.)				
2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CIP	STATE	ZIP GOICE	
414 GLM STREET, MADERA, CA 93838				
4. MAILING ADDRESS OF THE CORPORATION	CIL	STATE	717 0005	
414 ELM STREET, MADERA, CA 93038				

larmes and Complete Addresses of the Policying Uniters (1990) filter may be added however, the preprinted little on the form was not be about	rporation receiptist these three red.)	officers. A comparable life for the specific
CHIEF EXECUTIVE OFFICERY ADDRESS	Cary	5TATE - 7IP 0006
LEONOR HIPOLITO 414 SLM STREET, MADERA, CA 93938		
. SECRETARY ADDRESS LINCINTA BEATRIZ GONZALEZ DE BERROCAL 408 S. I STREST,	C IY MADERA, CA 93637	STATE ZM CCCE
. CHIEF FRANCIAL DIFFCEN ADCRESS NORMA CHAVEZ 3579 DOUBLE TREE WAY, MADERA, CA \$363.	CITY	ŞIATE ZIP CODT.
Agent for Service of Process if the agent is an individual, the agent mus ubdress, a P.D. they address is not acceptable. If the agent is another corpo entifically pursuant to California Corporations Code section 1905 and item 9 mul a NAMEOR ACENT FOR SERVICE OF PROCESS pages; the person designated as in	st be left blank.	The man on Common System, 1
HARRY PASCUZZI	- Inclement - The S	STATE ZIP GOOS
), STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF A	A MINIMUME CALL	31412 211 74-
2377 WEST SHAW AVE, SUITE 201, PRESNO, GA 93711		_
Development Act /Oriflering Old Cod	e 860km 1363, et seq.)	
Davis-Spiriting Common Inferent Development Act (Carifornia CA4 Ced Check here if the corporation is an association formed to manage a Development Act. NOTE: Corporations formed to manage a common interest development in Form SI-CIO) as required by California Civil Code section 1363.6. Plea	common idensi developnen	Common Indinesi Dovelopment Association
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Davis-Spiriting Common Inferent Development Act (Carifornia CAV Ced Check here if the corporation is an association formed to manage a Development Act. NOTE: Corporations formed to manage a common interest development in (Form SI-CIO) as required by California Civil Code section 1363.6. Plea	common idensi developnen	Common I-MiNell Davelopment Association se side of this form.
Davis-Spiriting Common Inferest Davelopment Act (California GM Cod IO. Check here if the corporation is an association faminal to manage a Development Act.	common juhanest develophism ust also the a Statement by t se also indinactions of the rever	Common Internal Dovelopment Association

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Forma Para Registro #4

▼ Required

Datos personales

Il lene los espacios con la información requerida

Nombre y apollido del padre, madre e represen	ante '	
Correp electrónico *		
⊅lrección *		
Teléfono de contacto *		
Grupo étnica * Chock all that apply		
Blanco		
Hispánico		
☐ Asiático		
Negra		

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6.	Ingreso anual nasta:
	Check all that apply:
	S0 - \$700G
	\$7610 - \$15101 \$15000 - \$25000
	\$15000 - \$25000 \$25000 - \$50000
	\$50,000 - \$1,00000
7.	Nombre y apellido de niño/a
	5-4-4
ö.	Fecha de nacimiento dol niño/a
	Example, January 7, 2019
9.	Escuela y año escolar
10.	Número de teléfono de su representado(a)
11.	¿Sabo hablar español?
	Mark only one oval.
	◯ sí
	◯ Vo

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Estimacos pedres:

Por modicipa este occumento presentan da el siguiente acuardo entre Pequeños Empresarios y el Pacre, Macre, Representante o Tutor(e) del Joven que comenzará a formar parto se los talleres de los nación vía pue Ine que crinda nuestra organización.

Agradecemos que les este acuerdo con mucho datar mianto, pues el mismo contiene las normas, beneficios y noncen receios que componen la dirámica de nuestro trabajo. Al finalizar la solicitamas que coloque au firma como indicativo de que la leido entend do y accouado completamente la información proporcionada y que autoriza a su hijo(a) a purificipar ne los relleres.

CONSENT MICHTO DE PARTOJPACIÓN Y LOMA DE FOLOGRAFÍAS - Cotico Padre/Madrix estay completamente informaccía) aobre el contenido de los talleres de Paqueños Empresanos y acepto que mil hijo(a) carticipe en estos.

- Entiendo qui electe taller es parte de un programa todrido practico que requiero de tecturas, clases grupales en linea y actividades prácticas que pueden o no cyudan en el orecimiento personal de un representado.

 Entiendo qui o ditaller se tealiza de manera presencial y que Pequeños Empresarios tomará forno las medidas de Blo-seguridad que sean necesarios.
- Entile idu que varios de los procesos del programa implican combartir. Especieno asi que pundan illegar o con complicada y que generer agotamiento, en ociones fueries, alegará, mojo, constadociam o pacopodón. Nos hemos eliconirece don a gundo nasco en los que los niños, al sendante de estas especielos, mais sido dosbordados por suo procisiones producidos el lanto, bien sea de alegará o de tristeza. Do legar a presentarse esta situación, no es motivo de alema, pues el uerso al de Pequión o Emprosarios está capacitado para abordar la situación.
- Entiendo que el desarrollo de los actividades incluye la realización de degos y/o actividades fisicas que contran llegar a causar ne galpa o asidamente en milirepresentado(a), por la termina responsabiliza a hoguenos Empresarios al a su equipo de este tipo de situaciones ando su correspondieme tratamiento.
- Me comprometo a comunicar ocalquier impedimento o condición (isically salud que tenga milhija y que le impidan el normal desenvolvimiento en las actividades.
- Me comprometo a no compartir ni reproducir el material de lestura nacritado por Pequeños Cinorespaños
- De Igual maneta, autorizo a mi reprezentado(a) a acudina las entrevistes y/o actividados prosenciares que así lo requirron, a activez me comprometo a enviar a infredesentado(a) con todos las madidas de bio seguridad que sean necessarias (bascarillas, abohal, etc.) y infriendo que ximi representaco(a) resultara contaglado de Covid-10, un os responsibilidad de Acquedos Empresatlus in cel carsonal a cargo de la actividad.

Autorizo e mi representado(a) a am ciria las estividades que Pequeños Empreser os realize en lucra do los espacios en donde regularmente se desarrollari las clases.

Por último, suloriza a Pequeños Falpresarios dara que por ten la tama de fotos y/o víseo de mi liño(s) y que esas imágenes soan utilizados por Pequeños Empresarios en Insigenes imaresas, digitales, videos y otros menos para propriatos de promoción y publicidad de Requeños Empresarios, Hasa imágenes serán propledad de Requeños Empresarios para utilizarios como orre de tiver ente.

CONSECUENCIAS CONTEMPLADAS

Burante al desarrollo del programa se información una serie de normas que ayudan a facilitar la disclot, la y el otden en clase. Dici as nor nas se refigran a puntual dad, dinámicas de trecajo, ou no lin ento de

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ACUERDO

PARA

PADRES

an

27/5/22, 0:30

Fanna Para Registro #4

asignaciones, respeto y portropación. Hacercos de su concolmiento que si su bijo(a) no compliera con las normas se le llemerá la atención, y de persistrien su conducta insidecuada, endiá oci socioneria. Si os la primera vez que se comete la falta, recibirá una llomado de atención verbal, por parte de los masatros. Si es la segunda vez que so cometri la falta, recibirá una hueva llamada.

Si es la segunda vez que so cometri la falla, recibirá una nueva lismada de atención por escrito por parce del pormaestros y se le retirarán bolotos

DESERBAY DERFOHOS DE LOS PADRES:

Son cabares de las padres:

- Asistir a todas las juntas de padres. Para eso se apondario anticipadamente.
- Asist ria tallerea ecucativos elemento y cuando cumplan con los requisitos solicitados.
- Apoyar eleue 1, os con targas asignadas.
- 4. Acoyar inconcinionalmente al credimiente de 908 fi [68.
- a. Asegurarse de que su representado(a) logre llecar a tiempo a las classes i las fajos decen ser justificadas, de no ser es) a las tros fajos se pondrá en lista de espera.

Las Papres tiches dereche a.

- Sumar a una ulmás de sus filjos elemente y orando llichon, a forma correspondiente y pumplan por los reculantos.
- Formar parté de l'origero de Padros de Pequesios Empresarios al Ballo desea.

14.	¿Está de acuerdo con el Acuerdo para Padres? *
	Mark only one aval.
	◯ sí
	◯ No
15.	Indique la fecha en la que dio su consentimiento *

Google Forms

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Pequenos Empresarios



2022 Board of Directors

Leonor Hipoilto President

Maria Vargas Treasurer

Michael Rodriguez
Public Relations

Rosemilia Suarez
Oficial

Jaime Olibas Oficial

PEQUENOS EMPRESARIOS

Nings pur un mundo mejor

CONTACT

PHONE: **(559) 718-4801**

WEBSITE:

www.pequenosempresarios.org

EMAIL:

Fundacion@pequenosempresarios.org

EMPRESARIOS	Fecha
Cuestionario de inicio cuanto sabes de valores	
Marca la respuesta que creas correcta	
Donde debemos practicar los valores?	
Sn la escuela 🗀	
En todas partes 🗔	
Respeto es llegar a un lugar	
Saludar 🗔	
Discutii	
Que es bullying?	
Pelear y burlarse	
Abrazar y compartir	
Que es la conflanza?	
Dudar de las personas 🗔	
Es la seguridad que te brinda el otro 🗔	
Que es la generosidad?	
No compartii 🗀	
Dar sin esperar nada a comblo	
Que es solidaridad?	
Apoyo que se le brinda a otro 🗔	
Ignorár a las personas 📖	
Escribe Ios valores que conazcas:	

Vostors	CUESTIONARIO FRECLOE PINAPAIS Fecha
Como se gana dinero?	
	de dinero hay muchos tipos de trabajos dependiendo de la
educacion	
I dinero se gana pidie	ndo en las oficinas del gobierno 📖
Qué es el departamen	
	an monedas y billetes 🔲
i lugar donde crean la	ss monedas se imprime los bilietes que usamos 📖
que es un cheque?	
.≤ ∪n tipo de marca qu	ue se deja en un papel 🔲
	antar'a que le permita paner dinero (depósito), o sacar
linero (retiro) el chequ	ud es aceptado como medio de pago 🗔
Que es un banco?	
	ue manfiene Lu dinero seguro, te ayuda a invertir, y a
sharrar tu dinero 🗔	
il hancoles un lugar do	onde podemos comprar cosas para las oficinas 🗔
Que es una empresa?	
Jua embresa ez aug o	rganización donge se contratan personas que comparten
	in de obtener beneficios 🗆
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	vidad que se realiza con fines lucrativos 🔲
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вта сив ил педасіа а	una empresa funciones es muy importante como se da
i a olipato pro-	stando atención a todos lo que cada uno de los que se
	-::
cerquen reciban aten ervicio al cliente es in	



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 negoció?		
Qué es servicio al cliente?		
QHE SABES DE AHORRO		

COBG 2022/2023 GRANT APPLICATION POPULO SERVICES, GALPHAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A - Project/Program Summary

	roject/Prog	ram Surimary	
Application Type	Public Serv	ricc	
Legal Name of Organizations	Big Brethers Big Sistors of Central California		
Name of Project: High School Bigs Progra	1211		
Street Ameress/Service Area of Project:	2200 W In	dustrial Avenue	
City: Madera	2ljx 93536		
Amount Requested for this Froject:	\$10,000		
Amount of Leveragist Plants Available for this Project:	\$0		
Mailing Address:		4047 N Fresno Street	
Cityo Freson		Zip: 93726	
Grant Ariministratur : Elizzbeth Smith		Title: Director of Aperations	
Phone: 559-268-2447		Email; esmich@bigs.org	
SAM Namher: 135773057. System for A	ward Mana	gement [Cormerly, CCR] Number	
CE) Nurr.ber: PN2LKR6JCJE9		Federal EIN/TIN Propher: 9/46610376	
Program/Project Administratur: Zenia Brizend		Title: Program Director	
Phone: 538-269-2417		Email: zbrizendine@aigs.org	
Type of Entity/Organizational Structure	Nea-Profit		
Brief Project Description (50 Words Max)	:The-Li-con	e mentoring program that facilitates	
personal growth, Ferming and simial-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 selected the need was identified. Give your assures (e.g., U.S. 20XX General Dict Table X.) Big Brechers Big Bisters of Central California (BOBSCC) is opplying for funding for a High School Bigs School Bigs STBM Program. The program will be a variation of the traditional High School Bigs (HSB) program model previously implemented at three WUSD sizes for over 15 years. The program provides youth in the community an inportunity to reach their full potential; BBBSCC works with youth providered at misk to address the full owing community deficits triancy, academics and sorial / emotional development of youth. As part of our mission, the program provides youth with a positive rule model in order to support positive choices and actions in life.

The High School Bigs Program is an appartunity for youth to toentary younger youth in their own community. Students most once a week for 90 think less at the designated site and participate in a wide rargy of an tivities. BHISCO, staff coordinates and supervises all match meetings and spend time nerology match is apport and guidance on the matches, made up of one high school volunteer (Big.) and the elementary adoptional mentee (Little). During the 90 minutes they spend together, Bigs and Littles found by playing board games, engaging in sports, drawing talking and learning through marks on 8.1KM activities. These mediums empower lattles to develop province, intellect of and adolf skills. Most recent research finds this program to be as closely in bringing attuited and changes as our community-based program where volunteers are ado to (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 BBISGC amployees whom are professionally trained match support special stat.

According to watermenturing org, young adults who were at-risk for falling of track but had a mentor are 55% more likely to valunteer regularly, 90% interested in becoming a mentor, 180% more likely to hold leadership positions (https://www.znon.oring.org/why-mentoring/mentor

 $2.~\rm EXISTING~SERVIGES;$ List other agencies currently addressing the need or problem described above.

The only program serving youth in the City of Madora with professionally supported one-toone menturing relationships is Big Brothers Rig Sixters of Control California.

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

https://www.cilydataservicec.ne/filles/magerca/app2022am.p/?rp=0209&prop=105

1/7

duplicating them.

Big Brothers Big Staters of Central California partners with the yearth's support ream including parents/ guardians, teachers, counselors, sucial workers, incircal/ hehavioral health professional, Big (mentors) and more to collectively support our your amongle them achieve raxioesa, Furthermore, on a professional basis, BBBSCC cullaborates with Modern Department of Social Services among other community agencies to celes children the program for services, HBHSCC requirements for enrollment are that a youth meet two of the full awing criteria: 1. Kligible for treny reduced lunchy 2. Comp from a non-traditional household; 3. Have a parent or loved one with a history of incarceration OR beincleared by schooly social worker for social/ ercutional respons. Based on DPB900 criteria for carollment, BBBS00, takes referrals reco-Madera County Department of Social Services, Madera Datified School District and mental/

behavioral health special sts. HBBSEC operates a very unique program, backed by data and \boldsymbol{a} history of over 100 years. Neither of the professional outities listed have a program like that of BBBSCO, however the program compliments and supplements the gap in services not offered. dirough 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 at a foundation of a generous individual who annually donates acholoralises to High School Ries (meniors) who are a part of the program. Since 2014, mentors who were students at Madem High School and Madera South High School have been awarded over \$35,000.00 to subplaishly 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. HBBSCC falls under the uncertal of the Big Brothers Big Sisters of America Federation. As such, ITRISCO uses tools developed, produced and analyzed by Big Brothers Big Sisters of America: Jamough the Youth Outcomes Survey (YOS), the following areas are analyzed and Construed: Social are eptonor, somelastic competence, educational expectations, grades. avoidance or risky belowious, paramal trust, truster, ability to trust and confide in a special adult finentic [and deservence of the favenile justice system.
- Mark the box below that indicates the national objective met;
- Activities Benefiting Low and Moderate-Ituatine Persons. 570,208(a):
 - MA-Arcs Benefit 570,209(201) Area-wide activities benefit Abbres density a particular area, where at least of the people are low and moderate-income. The service arms of the project must be specifically identified. If this objective is selected, upload a service area map that includes all Consus Tracts and Block Groups served by your project and a calculation of the low/intel-income percentage. Click Here to verify Consus Tracts and Block Groups for CDBG LMA Service Area Map. OTMC-Mouted Clientele, 570,208(s)(2).
 - Limited Clientele, 570.208(a)(2)(i) Activities benefit low and nuclerate-income (LMI) persons. without regard to the area being served. At least of the persons participating in the activity must be any and moderate income, Indicate how your organization verifies income eligibility of clients.
 - Presumed Denefit. 570.208(g)(2)(i/A) Chants served are primarily and specifically from one of the following groups:
 - C Abused children.
 - C. Batteried springer
 - Olifderly persons [62 years of age or older]
 - C. Illiterate persons
 - Migrant Error workers.
 - C. Haurlicapped Individuals
 - C. Honieless persons
 - C Persons with AIDS
 - \odot Client Document Review. $\underline{s70.208[\underline{s}(2)](0)}$ Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
 - Income Certification, 570,208(a)(2)(IIIC) Clionis independently "topome-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.
 - O Limited Clientele, 570 208(a)(200) An activity that serves to remove material or architectural barriers to the mobility or accessfull ty of elderly persons or of adults mosting the definition of severally disabled."
 - O Limited Clientele. 570:208(a)(2)(a) Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person),
 - C. Limited Clientele, 570 208(3)(2)(6) A job training and placement and/or other employment support services activity, including, our not limited to peer support progresss, counseling, child care,

https://www.cityrlataservices.net/othes/manemare.pp/022erc.pt?rpt=0238&prup=105.

- transpiricalism and other studiar services, in which the percentage of low- and maderate income persons assisted is less than under limited circumstances under 24 CFR 570.208(9)(20%), [4] and (5).
- C:LMH-Housing Activities. 570 205(a)(3) An activity conted out for the purpose of providing or happending permanent residential structures, which, upon our pletton, will be occupied by low and made ate-income households.
- CIMI-Jobs Activities. 570.208(s)(4) An activity designed to create or return permanent jobs where at least of which, computed on a full-Lime equivalent (FTE) basis, involve the employment of low and moderate-income persons.
- Stom and Dlight, 570,208(t) Activities that aid in the prevention or elimination of slums or blight. For addressing Shim or Height on an area bases, please <u>Clos Here</u> for the regulations and criteria.
- Organi Need, are 2006; Community development activities having an organizated. This objective marky applicabilities reserved for alleviating emergency situations such as natural disasters.

6. Which measurable abjectives does your program insel?

RBBEAU measures a youth's social conditions; growth in the following areas: social access and a sholastic conspecticy, educational expectations, grades, evoldance of risky pohaviors, parental trust, truancy, ability to trust, and confide in a special adult (mentor) and deterrence of the juvenila justica system.

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

The above retininal objectives are measured on an annual basis by Rig Brithetts lift Sisters of America and/or fittisser. By forming a partnership with the year-his albectates, conent and Rig, all parties everts called lively to help youth achieve success. But a from the surveys is analyzed, and compared from a baseline to the match's first aunivencity and every unifversary themships.

It. What financial resources, other than fitty are available for dils program? Have applications for other funds been submitted? Explain. If funds other than CDBC are proposed, please provide supporting documental int/let lens of committees.

Attornally, the High School Righ Program has been funded in its entirity by Madem Unitied School District (MUSD). However, BHRSCT has found that the best interest of our offers to modify the program meetings and curriculum to offer the program to the only of Modest in comparison to only these school sizes in previous years, BBBSCC is condition. But making monor pivots in the implementation of the program will broaden the agency's reach in serving more growth, reising awareness of the power of mentering and empowering growth.

The agency respectorly requests that the Lity of Madera sponsors \$10,000.00 for the seccess of this program. Program meetings will take place of-weekly and will careful of \$16M learning litts and module snoppies, facility rental when appropriate and other rests directly associated with operating the program in the City of Madera. Whith \$10,000.00 will not cover the entire cost of the program, RHBSCC is committed to seeking stockorship or donations from public and private entiries of Madera is paramount, especially during these unprecedented three In the relikely case that sponsorship and donations are not enough to cover the expense of expensions, the High School Bigs STEM Program in Modera, agency leadership will seek approval from the Board of Directors to make up the difference using BBISCC's general fund.

9. Describe in Letail all proposed plans for fund raising for this program. What is the projected rad income from fund raising? If not fund vaising is not increasing, please explain (to specific). The agency leadership contracted to offsetting the cost of the program with funds raised through specialistic pand donations from public and private entities. The agency and its leadership those if a discretion to assign uncestricted hands that have been previously raised for each county, such as our annual Eowl for Rids' Salor event.

10. What was done to receive public input/participation? Please provide details. What did dispublic hight/participation identity? Include documentation of support for the proposal such as meeting manufactors and problems.

Due to infortscen circumstances that have bindered the successful operations of the traditional High School Rigs Program, BHSSCU has maintained an open line of an inmunication with parents, Rigs and the despressions by enrolled in the program; Parents are constabily reaching out to ITBISSCU shall seeking an update on the program to serve their youth. With this in mind, it was fitting in reach out to the same parents that continue to be involved and rally their support for the application of this grant.

https://www.crydetasenvices.net/cities/nadarca/app2022arc.pl?rpt=0239&prop=105

37

11. If service is offered outside the Maderu city Thrits, include the list of funding sources and supporting domomentation/letters of commitment that support these program services, While Big Bristhers Big Sisters of Central California serves children include of the Madera city limits, those programs are furthed through their own sources. Ewo examples are Cakharyl High School Bigs Program, funded by Tryand's True Value Borne Center and Chuwchilla High School Bigs funded through Chowchilla Bernettary School District and Chewchilla Buson High School District. The funds requested herein are sporticed by to serve youth residing within city limits.

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

Big Brothers Rig Sisters of Central Collifornia is our million 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 that ever before: the only limitations the agency foresces is a need for unore menture. In the event, but is the case, youth will follow the enrollment process and be placed on a waillist. Youth who are on the waitlist will be into I dow in program meetings and will be afforded the option? opportunity to be shoulded in the floromorphy Based on Eurob Buddies Program, working with adult or uniqueness. 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, HRISCO and its dedicated team of staff have served thousands of youth participating in the High Subson Rigs Programs. One heartwarming and success story that stands firm the Madera has its beginning in 2010. A 10 year old female child (Little) was matched with her niceton (Big) for B years, until her Rig signaduation from Madera South High School in 2012. Big Sister continued to mention her Itil while simultaneously pursing higher educations Bigwas was brief as a teacher's assistant with RRISCO in 2016. The match eventually closed, but the two remainted in during that was supereved by Little's parent/guardian. The program made such an impact on title Sister, that as soon as she became a treshman, she signed up to be a menter berself; blie went from being a Birtle in the program for many years to giving tack to her community and itentioning a young child herself. The interior runtimers to keep in touch with her former Little, has committed to mentering a second Little, and it is in the heal stages of completing her teaching tradecial at California State University. These

Throughout the years, our dedicated team of staff has witnessed the youth two grove grow and evolve into the best version of themselves. Many Littles have returned to the program to become Bigs; Digs have returned, as college Bigs and/ or hemselven, success stones. From many potentiable units BHPSCH 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 possible thy a professional trained march support specialist, youth are given hape, empowerment and the ability to see their own potential, these key ingredients have the power to Ignite the power and promise of youth.

- 14. Piscuss your program's/jeujecds past performance (2015 to 2020). Through the Youth Outcomes Survey (YOS), the project backern the youth in the program continuously improve in the following areas perial correplance, or holastic competency educational expectations, grades, avoidance of risky belowious, pagental trust, truspey, ability to trust and confide in a spacial adult (menon) and deterrence of the juvenile justice system.
- 15. Discuss how your program/project shall document that to provides either a new service or a quantitiable increase in the level of service.

The concept of the congram comains the same, however each year a number of Bigs and Litrigs move at from the program for a number of reasons including but not litrated to connection to Vol. gate, and from the program for a number of castion, etc. At the start of each school year, reasonable effort to up de to have visibility or, school campuses to recruit voltables and effects. The quantitative goal of the program is to serve a minimum of 40–20 Bigs and 20 Little.

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

https://www.c.ydalascrv.ccs.nct/ahes/medercsvapp2822zerc.pi?rpt=0238&crup=105

4.7

the learn of this proposed program/service (12 months).	
3. If this program was funded last year, has there been a change in the composition	O Yes
of the target population to be served and/or shift, in the geographic target area?	⊛ No
 Are income criteria used to establish digibility for services? (Cyes, attach a copy of the documentation to establish income eligibility by bousehold size and 	C: Yes OR No
5. Is a fee schedule used?	O Yes
(If yes, attach a copy of the fee schedule.)	No N
Please explain your answer to #3 above. Limit your response to the space below	

AGE	
)-5	
0·5 5 17	2:1
13 17	23
18-34	
35-54	
18-34 35-54 55-59 60-64 65+ Total	
60-64	
65+	
Total	40

GENDER	
Female	30
Male	10
Poval	40

l'emple-Headed	37
Households	

Ethnic Categories*	Clients		
Hispanic or Latino	47		
Not-Hispanie or Ladno			
Total	44		

kadal Categories*	Clients		
Armer con Indian or Alaska Native			
Asian			
Black of African American			
Nation Hawaiian on Other Poolfic			
Slander			
White			
Other			
Total	4		

"Public reporting burden for this collection is estimated to overage 10 minutes per response, including the time for reviewing instructions, warching existing data sources, gathering and monitoring the data needed, and completing and invitating the collection of information. This information is authorized by the U.S. Hensing Art at 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Horsing and Community Development Technical Amendments of 1984. This information is needed in the in-compliance wide DMB-mandated changes to Ethnicity and Race categories for remoding the 50059 Data Regultements to HOD. This information is considered non-constitute and execute my special protection.

- Hispanic or Latino, A person of Onton, Mexican, Phenin Rham, 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 roo of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- American Indian or Alaska Nativa. A preximal having original 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 juriny of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including for example, Gambodia, China, India, Japan, Koren, Majaysia, Pakisyan, the Philippine Islands, Theiland end Vietnam.
- Black or African American. A person having origins in any of the black carfal groups of Africa, Perras such as "Hallian" can be used in addition to "Black" or "African American".
- Marico Hawaii an or Other Partite Islander. A person having origins in any of the original peoples of Daccaii, Guara, Samon, or other Partite Islands.

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Lity Data Services - Madera

 White: A person having origins in any of the original peoples of Europe, the Middle Rass or Nurth Africa.

E, GITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. What was done to receive on slic input/psyricipation? Please provide details. What were the outcomes?

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

Due to an invescent discussionness that have hindomy the successful operations of the traditional High School High Program RHRSCC has maintained an open line of communication with parents, Bigs and Littles previously manified in the program; Parents are constantly reaching out to BRSCC stat seeking an update on the program to stove facing youth. With this launting to was fitting to reach our to the same parents that continue to be involved and rally than support for the application of this gram.

Z. Note complaints that have been received, etc. κ/Δ

3. Provide evidence of collaboration with other agencies within the community. BRISCO has a reciprocal ingrelationship with attending and inviting the following community partnership of Madera Co., Madera Co. Department of Social Services, Madera Co. Probation, Matera Co. Behavioral Health, Madera Co. Public Fieldlin, Madera Co. Probation, Matera Statist Rotary, First 5.

F. REFERENCES:

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

Multiwill contain 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?

Nante: Tons Wheele:	Title:Maxlera Co. Supervisor			
Company/Agency Madera C.s. Bizm. of Supervisors	Tel. Number: (339) 573-7700			
Email Address: supervisortomwheeler@	yahoo.com			

Name: Ryan McWhertzer	Fitte: Executive Director				
Company/Agency Madera Co. Food Bank	Tel. Number: (559) 674-1482				
Umail Address receive atternaderatoodhauk@gmail.com					

Name: Totala Kingskey	Title: Stnior Customer Service Agent
Company/Agency [KT Food Cach]	Tel. Number (559) 661-3200
Email Address: Fricia, bingsley@jbtc.com	

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS:

How after, does the Board meet? monthly

What was the average number of Board members attending meetings last year? 7 Hassa, on the hylaws, what is the minimum and maximum number of seats on the Board? Minimum $\pi/a = \text{Maximum}: 25$

Date of Incorporation: May 1960

FINANCIAL:

If additional funds are received, please describe the source, the appoint and provide supporting documents tion.

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

https://www.clydataeenvicee.ne/cilies/maderca/app2022arc.pl?rpt=0229&prop=105

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6/7/22, 4:25 PM

City Data Services - Madera

application filing.

How after are financial records audited, and by whom? annually, CPA firm Are the treasurer and/or other financial officers bonded? O Yes - * No If so, for how much?

List any judgments or pending lawsuits against the agency or program: $\overline{\mbox{\sc constant}}$

N/A

List, any outstanding offligations:

N/A

Rudget Line Items	Madera	Other hunding	Program Total
Personnel Lines needed:			
Benefits	80		50
Taxes	40		SO
Subinial Personnel	80	40	50
N	on-Personnel		
More-hi Assistance	\$0		S0
Supplies & Materials	\$0		80
Equiptoent	\$0		S0
Communications	\$7,000		\$ 7,000
Meetings & Doorenings	50		50
Travel & Transportation	\$700		\$700
Training	\$1,600		\$1,000
Consulting	\$1,700		\$1,000
Evaluation	3 3 0 O		\$300
Other Lines needed:			
Subustal You-Personnel	\$10,000	10	\$10,000
Total Personnel & Non- Personnel	510,000	10	\$10,000
Indirect Custs	40		\$0
TOTAL	\$10,000	\$0	\$10,000
Proposed # of Persons Served:	40		
Cost per Individual	\$250		

Attachments

(Uplead Instructions)

Checked attachments below are REQUIRED in order to submit your application, and your application WILL NOT be able to be submit ked with missing required attachments! Please take this into consideration when Groing your submission of this application. The disconnects 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 usable to upload any of the attachments, number. Marcela Zuniga at 559-661, 3092 or countries@madesa.go; at least one thy prior to the deadline.

Link or Explanation for Missing Attachments

wurk in progress, erlayen dus to tax season per CPA

HSB Youth Application Parent Permission Form.pcf

AGENCY board members and org_affiliation.udf

IRS_Letter_Agency_501_ic2.pdf

August 9.30.20 Tax Returns, r.11

2022 Board Acknowledgmark.pdf

YOS Accust 2020 Revision.adh

self-referrals

BBSSCC Agency By Law,odf BBSS Foundation Cartificate of Amendment of Articles of Incorporation.pcr arc char as of April 2022, All

Attachment

- ☑ Articles of Incorporation and 3ylaws
- 🖪 Organization Chart
- Non-Profit Determination Letters, IRS & State (501.34).
- Missi Recent Phiancial Statements
- Minst Recent Audit & Findings, if any
- D Program Intake Policies
- Client Intake Form
- ☐ Irvaluation Document

 Round Certification
- Bound Roster
- Other Youth Outcomes Survey
- C) Other -

Submitted By:

Elizabeth Smith

Date Signed

05/26/2023

history sub in feet. May 26, 2023 - 14-28-26.

https://www.citydataeervides.net/difies/maderca/app2022arc.pl7rpt=C239&prop=105

7/7

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION FILED

JAN 2 T 1981

OF BIG BROTHERS OF PRESMO

Mineral States of the

i.

Rudy Preciado and Malcula Dedokian certify:

- That we are the President and the Treasurer, respectively, of Big Brothers of Presno, a Colifornia corporation.
- Articles I and II of the Articles of Incorporation of this corporation are ameaded to tead as follows:
 - I. MAME

1,25

The amended name of this corporation is:

Big Brothers/Big Sisters of Presse, 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.
- That the amendment was approved by the required vote of the members.

Rudy Prediado, President

Malcolm Dadekian, Treasurer

DECLARATION

Each of the undersigned doclares under ponalty 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 3, 1930, at Fresno, California.

Rudy Feciado, Preside

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, trustes, 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) We 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 small be fifture (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 Atate of California;

Bill Booth	5939 E. Hemilton	Freamo
Carmen A. Eanni	5710 N. Sherman	Presno
Barry L. Gambini	5265 N. Second	Fresno
Jegos Ganulin	1117 W. San Jose	Freenc
Robert L. Garabedlan	503 W. San Gabriel	Fresno
John Glarmaroc	3896 Atlas Way	Freedo
Kenneth Kerr	4529 E. Redlands	Frence
Paul E. Myers	1823 N. Adoline	Presno
Patrick R. Newton	834 E. Sarland	Freeno
Walter D. Randell, Jr.	3535 N. Third	Fresno
Lawrence A. Robe	1781 W. Roberts	Fresto
D. Vergon Selland	1002 E. Cembridge	Fresno
Robert frombetta	53 E. Cortland	Fresno
Patrick A. Burner	5720 M. Sherman	Fresuo
Ray L. Wilson, Jr.	325 W. Falrmont	Frasno

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 naving voting rights, by any method provided for in the By-Laws.

II. 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 derporation 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

GAMMEN C. COMMI

CARMEN A. EARNI

BARRY L. GAMBINI

PAUL E. MYERE

FAUL E. MYERE

FATRICK R. NEWTON

ROBERT L. GARABEDIAN

ROBERT L. GARABEDIAN

ALTER D. RAMDALL, GR.

ROBERT TROMBETT

STATE OF CALIFORNIA

COUNTY OF FRESHO

2 1 m _ 1"

48.



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 Ganulin, Robert L. Garabedian, John Giarmarco, Esuneth Kerr, Paul 2. Myers, Patrick R. Newton, Walter D. Randall, Jr., Lawrence 4. Reba, D. Vernon Belland, Robert Trumbetta, Patrick A. Purner 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.

WITHERS my hand and official spel.

Carner V. Cana

My Commission Explose (stay 1, 1971) CARMEN A., EASINE

STATE OF CALIFORNIA 1

CANING E. FREDERICKS

RAC TO SULUE- CALUBRANA

PER CIPAL OFFICE IN

PER CAUSTY

COUNTY OF FRESHO

On May 24, 1968, before me, the undersigned, 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

P-0496 "

WITNESS my hand and official seal.

Magnie & Fredericka My commission expires July 28, 1970

MAXINE E. PREDERICKS

Annual Action Plan 2022 554902

FILED
The affice of the Sourcesy of States
of the Lank of California

ARTICLES OF LECORPORATION

OF

HIS BROTHERS OF FRESHO

OCT 1 4 1968
FRANCE DOLLAR, Spanylary of State
Deputy
Deputy

KNOW ALL MEN BY INESS PRESENTS: That we, the undersigned, news this day voluntarily expectated nurselves together for the purpose of foreing a corporation under the laws of the leads of California, and we hereby certify that;

I. <u>3A5c</u>

Fae name of this corporation is:

BIG BROTHERS OF PRESMO

II. PRIMARY PURPOSE

Nestriction of right to amond articles
Tee Re

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 sen to interest themselves individually to the welfare and improvement of toys whose physical, mental and moral development has been retarded, hindered or endangered because of indequate parental supervision, bad environment or other conditions, and to sid 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 Monorofft Corporation Law of the State of California.

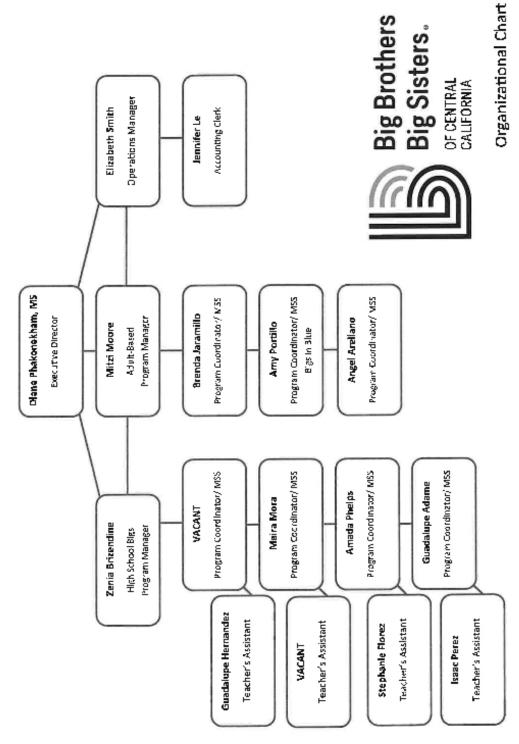
IV. PRINCIPAL OFFICE

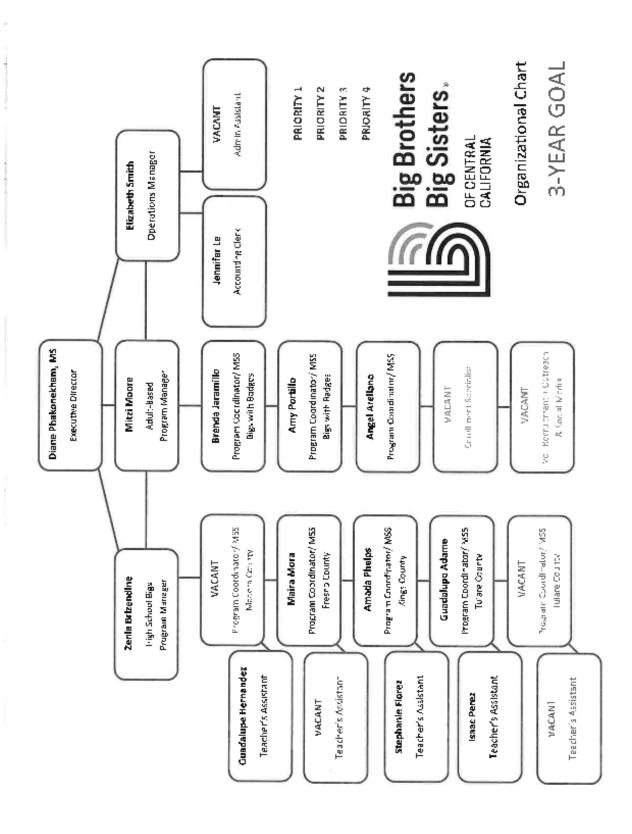
The County in the State of California where the principal office for the transaction of business of this corporation is to be located is Fraano Jounty.

V. GENERAL PURPOSES AND POWERS

The general purposes for which this corporation to 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.







DGDEN UT 84201-0046

FRESNO CA 93728-3411057

In reply refer to: 0<23371330 May 27, 2008 LTR 252C 0 94-1668376 000000 00 000 40003143 BODC: TE

RIG BROTHERS BIG SISTERS OF CENTRAL CALIFORNIA 905 M FULTON ST



623982

Taxwayer Identification Number: 94-1668376

Dear Taxpoyer:

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

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

If you have any questions, ploase call us told free at 1-877-829-5500.

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, pleaso 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,

Kaun E. Reat

Karon D. Peat Dept. Manager, Code & Edit/Entity 3

fnclosure(s):
Copy of this letter

Internal Revenue Service

Department of the Treasury

District Director

450 Golden Gato Ave. San Francisco, Calli. 84102

Fersor to Centact:

Exempt Oranization Desk Officer Telephone Number:

(213) 894-2289 Refer Reply to:

EP/E0:TB:CUS

Big Brothers/Big Sister of Fresho, Inc. P.C. Dox 4409

Presno, CA 92744

January 10, 1991

Reference is made to your request for verification of the tax exampt 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. Fowever, 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 would exempt status has been terminated, revoked or modified.

Our records indicate that there has been no change \underline{G}_{2} , your organization's exempt status.

District Director

Name of the organization: Dig Smothers/Rig Staters of France, Inc.

EIN: 94-1668376

Date of exemption letter: May 1969

Exemption granted pursuant to 1954 Code sermion 501(c)() or its

predecessor Code section.

Foundation Classification (if applicable) 50% (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 Ventoring program of Fig Brothers Hig 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 shout one hour per week with your child, reading, working on schoolwork, playing garnes, sports, etc. The antivities take place at the achool, effects though not outside of school grounds. The activities between your child and the mentur will be closely manitored by our agency staff. If you would like your child to have this apportunity, please fill out the permission slip below and return it to BBBS as soon as possible. Coordinator, BBBS Principal Elementary School Preferred Name/Nickname: Lest Name: Parent/Guardian First Name: Percnt/Guardian Gender/Gender Identity: Parent/Guardian Personal Pronouns: Exceptes include: slin/m -, lin/l lm, they/them, me/mm, ve/verExtraviles includer feerale, male, transpondent removimery, general quart, grander fund genéer neutral Relationship to child: __ _ Хез __ Ио Do you have legal custody of the child? Yea No Is there a person who sheres legal outstody of this child? If yes, are they aware and supportive of the child's enrollment in the BBBS Yes No program? Phone Number: ____ Last Name: Child's First Name: Middle Name: Child's Gender/Gender Child's Personal Child Date of Preferred Name/Nickname: Identity: Pronouns: Birth: What is the child's living situation? Two-parent household One-parent household Grandparent ☐ Foster Home ☐ Group Home

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Other relative of child (non purent)



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

Homa Phone ≉:	Parent/Gu Cell Phor e		Child C		ild Cell Phone #:		Is it akey to text parent/guardi: ''Ves		
flome Address:		City:		Count	Z:	State		Zip:	
Parent/Guardiar, I	C-mail:		0	Child E mail:					
Child's School:			0	Grane: Stude			Student ID N	lent ID Numour;	
Child's Race/Ethni American India Asian Black or Africa Hispanic or Lat Native Hawaiia White	[Write in							
Languages Spoker Nationality/Count Tribal Affiliation:	ry of Origin	:							
Parent/Guardian F Parent/Guardian V May we contact ye	Mork Phone	#:	r)at	the war	k number	t listod	labove?	☐ Yea	
Ploase check the b contact you (the pa			U		ಂದುಗಳ ೦೫		o reach you, v always know		
Time of Day: Morning									
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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4.	Where din you hear about Big Brothers Big Sistors? Please theck at that apply and provide details in space given. School Relative Faith Organization Service Organization (Nonprofits, food bank, social services, etc.) Website TV/Radio Rother
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? You No If yes, please provide their name(s):
G.	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 yos, please explain:
7.	Will your child be able to mest with their Big at their school site, for the next year? \square Yes \square No
8.	Does your child have any medical conditions that might affect them in participating in activities with a Big? L Yes L 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
그.	Do you (parent/guardian) receive assistance with housing (e.g. Section 8, residence in public-housing)? \square Yes \square 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)
4.	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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Coast Guard
 Component: ☐ Active ☐ National Guard ☐ Reserve
Is the parent currently deployed? Yos No
If yes, please the date of deployment:
15. Does your child have a parent/guardian who is currently incorrected? \square Yes $- \cdot $ No
16. Has your child ever been arrested or involved in the juvenile justice system? (Answering yes to this question will not afreat your child's encrytance into Hig Prothers Big Sisters program.)
Yea No If yes, please explain:
 Within the last year, has your child been in trouble at school? Poor Grades
Skipping school/classes
Behavior problems (Describe:)
Has been suspended (Resson for suspension:)
Has been expelled (Reason for expulsion:)
Sent to an atternative school (Reason for school change:
18. Does your child receive any of these services? Special Education Speech Thorapy Tutoring In-school exponseling 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 rest mentor for your child? Vie will make every effort to honor your preferences for your child's mentor. BBBS does not discriminate on the basis of race, ethnicity, gender, mental status, sexual orientation, or religion.
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By signing below, I give normission:

- For my child to participate in the Big Brothers Big Sisters Program;
- For the woundrer matriced 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 aboved by program type;
- For the errors to provide social and condends information about my child to Big Brothers Hig Sisters (e.g. report cards behavior reports):
- 4. To have my child participate in an intake interview announced by Sig Brothers Big Sisters staff and complete cuestions aircs throughout their time in the program containing questions about school home life, the match and personal interests to evaluate and improve program services:
- S. For my child's photograph and first name to be used for the purpose of publicity efforts by Big Brothers Big Sisters (e.g. rewspaper, social media, e.g.)
- To have my shild talk with a Rig Brothers Rig Sisters staff person about personal safety;

I understand that the program is not obligated to match my still 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 low. I understand that increases of oblid abuse or regimed, past or present, will be reported to proper authorities, (updatestand that increases of oblid abuse or regimed, past or present, will be reported to proper authorities, (updatestand that increases and information relevant in the confidence information, information relevant to witness preferences and information relevant to child-eafety and well-being).

I on behalf of myself and my child, completely release and forever discharge Fig Frothers Big Sisters of Ceutral California and the employees, agents, members, voluntaers and all other persons on its behalf, together with any successors in interest, heirs, attorneys agents, representatives, and all persons acting by, though, under, or in concert with them from all known and unknown charges, complaints, claims, gravances, liabilities, obligations, promises, conferences, damages, actions, causes of action, sairs, rights, demands, costs, losses, debts, penalities, fees, wages, attorneys for and costs, and punitive damages of any kind or nature whatsnever, whother known or unuscess, which I may have, or may have had, against Big Brothers Big Sisters of Central California, smaing from any part opation in said program and solivities, including but not limited to any lightify in any right of action that may occur to such order directly, or no me as their guardian. I intend and understand that the release and discharge is to be interpreted and suffered, so as to provide the broadest polesses and discharge possible as may be permitted by law. I understand that this information may be shared with the school or with partnership agenties when applicable.

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

Parent/Guardian Printed Name:	
Pagent/Guardian Signabure:	Dabe:

fill Big Brankers Big Sisters of America, 2020. Unauthorized use, distribution, hardwise and/or augilization of this material on bout expression or written permission from 3 g Boy hers. Fig Sisters of America is strictly prohibited.



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 Countal California (HBAS/HBBS of CC), it is necessary for volunteers, children and parents/guantians to share personal information about themselves and their families. Done personal surprise the confidentiality of child, family and volunteer seconds. We share information from our records only among agency staff, with the exceptions Ested below, volunteers and families are asked to respect each other's provide ask have only basic information about the other to those and involved in HBBS, 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 BBRS and not agency workers, clients or volunteers. In order to provide a service in best interest of the children served, information from clients, volunteers or entside sources, all information must be assessed. Records are available for review by parenta/guardians upon written request and approved by the Executive Director.

Information will be released to num-BBHS enganizations with receipt of an approved "consent to release of information" form signed by the volumers and/or parent/guardian of the chile.

For purposes of program evaluation, audit, or nextreditation, and with prior approval of the Buard of Directors in consultation with the Executive Director, Big Brothets Big Sisters of America or their nutside designer may have necess to the records of volunteers ancient clients.

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

Release of information will only be provided to law enforcements or court with a value subposen-

Information shall be provided to BRBS of CC is legal counsel in the event of a taward potential taward involving the agency. Such information is considered privateged and analytemiality is provided by law.

film, vicco or talevisium. These	pictures may be		aking of pictures by photography and/ of fundraising, ranw or at any trees P/C Inifials:
	antd abuse. This		PRIS of CC is trandated to be up act proviously reported, obtained P/G Imitfuls:
At the terms a could on volunteen match payies including but not l			is charcis between the prospective P/G Initials:
			dangerous to himsel/Phorself or s ical referral or a report to the local P/C Initials:
			exceptions orion to participating in ad agreeance to adhere to agency
Parent/Guardian of child	lkde	Staff Member as witness	Date

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AUTHORIZATION TO RELEASE ACADEMIC/BEHAVIOR INFORMATION

Parent or Legal Guardian's Name:	
Address:	Zip Code:
Child's Tull 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 chil	id's information and retrieve his/her report card, prugress
report, and/or behavior report from ?	his/her elementary school. The purpose for retrieval of
academic/behavior information is for e	lata tracking purposes which will benefit the involvement
of my child in the High School Bigs A	fter-School Meniorship program. This authorization is true
and valid for the duration of my child's	s involvement in the program.
Parent/Guardian Signature	Date Signed

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PHOTO CONSENT AND RELEASE FORM
Farent/Guardian & Minor Child
l,
information, sudm/index recordings, writings, artwork, and the like, in original form or in modified form, in whole or in part, in, an, or inconnection with interchandise, advertising, publicity, marketing, furnitalising, and the like, in printed or electronic meets, 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 soll distriction, and by any of their affiliates, successors, partners, society, donors, one titles on persons with whom they conduct a public relations, marketing, or futst raising of entity and any other authorized three parties, without for the curser time melon. Unlike without any rayality, perment, or other compensation to me or Minor Chile, and with the release and walver of any dialors, and on damages, lesses, costs, expresses and liability of any kind arising from any such use [the "Belgased Material").
In consideration of the minutal promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which thomby advinovledge. The leby grant to BBSSA and its affiliation for right to use the Released Material as BBSSA and/or its affiliation made to use the Released Material as BBSSA and/or its affiliation made in a limited power stating or horselver created and in all varieties and forms lockling, but not limited to limited to interital or externations or productions, informational or recruitment materials, made eding materials, functioning materials, to exist photograph and/or recordings, advertisements, Public Service Announcements, and/or or line and sorts/ media sites. The use of this information sho has at the sole discretion of BB DSA and/or its affiliates.
Hurther grant to BBSA and "soffillates the absolute right to use the Released Material in whole or In part, along or in conjunction with an other mage, name, wi'thigs or reproduction, in color or otherwise, "or art, Advertising, business, Irade, or any other lawful purpes whatspever, in perpetuity throughout the world.
I understann and agree that a' materials created by 2388A and/or its offiliates that use the Released Materials are the property of an are owned by B088A, and that I cannot authorize their use by any other party. I further understand that RRRSA may authorize their use by a third party. Thereby irrevocably cansfer and easign to B288A my antirenght, this are interest, if any, in and to the Release Materia's and all copyrights to the Released Materia's arising in any jurisdiction throughout the world, including the right to registe and suc to entered such copyrights against infringers.
I acknowledge and agree that I have no rigit, to review or approve the Released Materials before they are used by BBBSA and/or it affiliates, and that BBBSA has no leadility to me on Winter Chillin for any editing or alteration of the Released Materials in for any discription or other effects resulting from BBBSA's and/or its affiliates' so ting, observation on use of the Released Materials or to exercise any rights given by this Consent and Release Form.
Thereby release abbbs and its attillates, employees, and agents, us well as any partner companies, from all dalms, demands or liabilitie and matted financial costs that I or Mirror Child may now or hereafth that a string in contraction with 19854's exercise of the highs hereby granted, and/or with the appearance or the Released Materials in any publication or production. These include, without imitation, 0 a rus for compensation, defamation, or invasion of privady, or other intringements priving or or preparation or property right of any sort what sorter.
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 affered any additional consideration of entirement, nor have I been consent to sign this document. I am relumbally signing it for the pulposes and considerations described.
PARENT/GUARDIAN SIGNATURE:
PARENT/GLARD AN PRINTLD NAME:
PARENT/GLARD AN ADDRESS:
PARENT/GUARDIAN CITY:
PARENT/GUARDIAN TELEPHONE:
IV NORICH 1773 RIG/UTTLE BROTHER/SISTER FULL NAML

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Verificiale Parental Consent

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

COPPA PARENTAL CONSENT FORM

Notice to Percents in compliance with the Critered's Outline Thistop Protection Act (CDPPA) params (or legal guardians) of children under 13 years of agentum comment to collections, uses and discussives of the percental information of their children collection by Big Brothers Big Sisters of Central Laiffernia (BBDSCC) on DEBSCC and NATIONAL websites, including wowkings.org, bibs org, Marcindonnect, bibsa from course, formethibs.org and formationia. BBDSCC COFFA statement is incorporated in the website Protect Policy: BBDSCC may have collected your ordine context information from your child, as well as the name of the child or the power, to order to obtain your consent. Your permission is required for the collection, use, or discharged with the child personal information. We will not great your child access to any BCDS website accounts growed access to EBSC and with materials, and resources relating to EBSC programs and activities, it children permission participing to [MAPCHIS EPC.]

Places print this form, nonglote it, sign it, seen and email the signed from to info@bigs.org, submit in person to the coordinator or mail it to use it. Hyperchiere Big Sisters of Control California, 4507 N. Preson St. Freedon, CA 1937.5 Child's foil name: Child's date of birth (Mooth/Dote/Pear): By signing one retarning this Bone to BBBSCC you carrify that you consent to the collection, use audior displacence of your child's personal information or described in BBBSCCs prive sypolicy.

Seational in training address:

Your full nating address:

Your signature: ______ Date: ____

You may revoke your consent at say, time to refuse further collection and use of your collections into if you deems to revoke this company please write down your revocation of ourself, and even and small the signed form to info@signers, submit it in particular to be coeffington or mail to be set 4047 N. France S., France S., France CA 33726

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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 small 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:

Rig Brothers Big Sisters of Central California

ADDRESS:

4047 N Presno St, Fresno, CA 93726

2300 W industrial Ave. Madera, CA 93637

THEEPHONE:

(559)268-2447

Email Address esmith@bigs.org | dphak@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: Addition

Executive Director

Proudly Serving Frame, Kings, Tulare and Madera Counties 4047 N Frame Street, Presse, CA 95/26 (\$\$9)268-2447 (\$59)7/6-1/74 www.bigs.org



BOARD MEMBERS

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Dr. Angela Venetis-Colon

Psychologist, California Department of Corrections



YOUTH OUTCOMES SURVEY

It is very important for Dig Brothers Big Sisters (BBBS) to loarn 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 enswer 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 patent(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 realed in it. The survey is voluntary.
- We will start by reading it out load 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 charge in different parts of the survey, so please read
 each choice carefully!

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

	FOR AGENCY USE ONLY	
Participant ID:	Date Survey Completed by Youth:	

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(Retried August 2020)

SCHOOL

Think about the guides 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 shoest the answer that comes closest to those marks or grades. If you don't got a mark or grade for a subject, just check the last box to show this.

Dut an X to the how that fits best

		(Not Good at All) (Not So Good) (Clary) (Good) (Excellent) for this substantial control of the substan					
		P (Not Good at All)	(Not So Good)	(Clay)	B (Good)	A (Excellent)	l didn't ge; e grade for this subject.
a.	Math			D .	ш	3	
ł:.	English or Language Arts	J				L	
Đ.	Social Studies or History			D	0	0	
ď	Science			Π Π	П		

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 hox that fits best

		No	Not Sure	Yes
2.	Do you think you will finish high school?			W1220
ь.	Do you plan on going to college at some point?			Q

What do you think you will do it, your first year after high school? Check aff that apply.

- Iden/Ukunw yet.
- → Getta_ob.
- Go to a university or four-year college.
- Go to a community to loge or tachnical school (stables a school to insome a medical assistant, construction worket, lair/makeup artists or mechanic)
- Join the military
- Something else *Please describe* ____

VEDV	IMPOR	ፖሊኒ	ATSTIT	TS

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 spand 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	Yas
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?	0	0
Ъ.	is your flig (this includes high school Rigs) through this program ALL of these things for your $\{H$ you have never met your Blg , please check "No" f	u	ы

ä

YOUR LIFE

These questions ask about how you led 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 fite best

	Not at all true	A little	Mostly true	Totally
a. I work well with other kids at school.			0	ш
b. I get along will my purents.	u			Li
c. I can relax when I feel tense.		3		
 I work hard at school. 	u			ш
e. I like spending time with my parents.				
f. I get bored in school a lol-				
g. I am good at talking to kide I don't know.	u			
 I can keep my feelings from gotting out of control. 	J			
 I can make friends with other kids. 	u			
 I want my parents to be proud of me. 	_	_		ü
 k. I can tell other kids to stop when they are doing something I don't like. 	0	٦	•	
L. I do we'l in school.	0			u
m. I can make myself feel better when I am worned,			Li I	
n. Lenjoy being stachool.			_ C	
o. I can stay friends with other kids.	1	⊋	ш	O O
 I feel good about myself when t am at school. 	L .	۱ ا		
q. I can control reyself when I get angry.	3		0	LI
r. Duing well in school is important to mo.			u	

THINGS YOU HAVE DONE IN THE PAST MONTH

Kids get in trouble for a latin' things. The next questions ask about though you got in trouble for or things you did that you *could have* gotton in trouble for <u>in the past month.</u>

Pot on X in the box that fite best

In he	past month. I got in trouble for or could have gotten in trouble for:	times	1 or 2 times	3 or more times
ъ.	Teasing other kids.		П	
b.	Saying mean things about kids to make other kids longh.			ш
c.	- the desired by the second se			
d.	Calling other kids names,	ш		
θ.	Threstening to hit or hurt another kid.			Ц

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

Three 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 tend one or more of these drugs and others have not. There are no right or wrong answers, Please he 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;

Put an X in the box that His bost

he	past 3 months, 1 gol. in thouble or could have gotten in trouble for:	Otimas	1 or 2 times	3 cm more times
9.,	Skipping school (even just part of a day) without parent permission.		0	
'n,	Gotting high using a pain reliever (such as Oxycontin, Visodin, or Fontanyl) or neroin.	u		_
c.	Getting high using any other drugs at substances,	- 4		3
₫.	Using Jabanan or a vaporizer (such as, digarettes, e-digarettes, JUUL, digarette in chowing tobacco).	0	П	_
в.	Running away from Forne,		u	
Ċ.	Drinking alcohol.			
g.	Participating in a gang.		⊔	L
ß,	Doing something else, not mentioned above, that could be against the low (for example, steeling something from a store, damaging public unmortly on purpose, or breaking into a house or building without permission).	o o		٦

Put an X in the boar that fits best

In the	n the past 3 manths , .:		Yes
τ.,	Got stopped by the police for something they thought I cid.		
Ъ.	Was arrished,		u
C.	Had to stay at a juverile detention facility.		

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

		Put an X in the box that fits		et allto beet
in the	past 3 months of school, I:	0 times	1 of 2 times	3 or niore times
а.	Had to have a parent or guardian come to school about a problem with my behavior.			
h.	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 detection for it).	•	•	
E.	Got sent to detention (either during school, afterschool, or on a weekend) hecause I got in trouble.	•	0	
ď.	that suspended (I was not allowed to come to school for one or home days) hereuse I got in trouble.	u	•	a

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.

	Per an A in the out mat ha best				
In the past week:	Naver	Almost Novyr	Sometimes	Office -	Almost Always
a. I could not stop feeling end.	ш				П
b. I felt alone.		0	G	ш	
 I fe't everything in my life went wrong. 		ш			
d. I felt happy.					
 I fe't like t coulén't de anything right. 			i i	ш	
f. I felt lonely.	ü			G	П
g. I fa.t sad.				□	
h. I felt unhappy.		ш			
 It was hard for me to have for. 	u				П
j. I felt proud,			⊔		0

THANK YOU!

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

Exhibit A - Project/Program Summary

EXHIBIT A - P		ram aunmary	
Application Type	Public Service		
Legal Name of Organization:	DILLIVERO	hazitable Diganization	
Name of Project: The Bennett House			
Street Address/Service Area of Project:	1025 1026	WARD RD, 6 170	
City: MADERA	Zip: 93637		
Amount Requested for this Project	837,403		
Amount of Leveraged Funds Available for this Project:	sa		
Mailing Address: Madera, CA 93637		Madera, CA 93637	
City: Madera		Zipc GA	
Grant Administrator : April Molina Title: Operations Director		Title: Operations Director	
Phone: 5597068455 Email: nlivemader32015@gmail.co		Email: nlivemadera2015@gmail.com	
SAM Number: \$60412573 System for A	World Mana	gerneri, (Formerly, CCR) Number	
UEI Nunicer:		Federal CIN/TIN Number: 84-2906845	
Program/Project Administrator: April M	olina	Title: Operations Director	
Phone: 559706845 i		Email: olivernadera2015@gmall.com	
Type of Knt by/Digantzational Structure	Non Frofit		
Brief Project Description (50 Words Max) agencies to identify, rescue and rehability).Olive parti sce victims	eggs with I pool low enforcement and other of sex undficking.	

COBG PUBLIC SERVICES APPLICATION

- 1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: (Describe thr. 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. 2004) Consus Data Table X.) La. Dazie. Possioj Modern Police Degotyment noticed a gap in ocsources for wotcon who are trapped in the illegal sale of commercial sea. It has been documented by law enforcement. agencies and non-profits for about 10 years that commission is costly the colors of the traffiching. Sex trafficking means there is a person selling another person to a chiral scham for commercial sex. This origin has only been identified through law enforcement agent (is for approximately 10 years. Fals indestry went on being misunderstood for decades Curregogression this intermedian come directly from local agencies like, Central Volley Justice. Qualition, Fresho KOC, Maders Police Department, as well as nationalitie agencies like Polaris, Federal Bureau of Investigation, and Thorn. There has developed technology that is used by low enforcement to track the outine sales of victims. Having direct this with law enforcement gives us an edge on this important technology, Carrently, when we log unto Thorn's website. we can putting over 25 000 advisor flegalisals of commercial sec. 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 set closs of victims of sex trafficking in this area. With Madera being so close to Preside, we have victims that cross county lines all the time.
- Z. EXISTING SERVICES: List other agencies currently addressing the need or problem described above.

OLIVE Charitable Organization is currently the only agency that differs specialized housing, compelling, and case management for victims of burnar sex facilities in Madera Laty/County.

3. Explain how your program supplements or complements exasting services without short attraction them.

Our program works in partnership with in the ragancies as the needs of the client occurre clean. When a person enters out program in 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 through the paperwork, provide transportation to and from appointments, and connect through and all services available. We have relied with meeting, should solve if the parenting classes, applying for county worklorns, etc. Those who are released to management, either the Mevare Academy through Robecta Berder's comprotion got want on that specifically targets widths of sex trafficking. If there is near use that is necessary for reliabilitation, but unavailable in Madera City/County, we seek it out in a liker counties. Our god is to provide all the available opportunities for empowerment and success.

https://www.gitydstas.crvices.net/fulies/madercarapp2022aid.pl?rpt=C235&prcp=14

146

4. Describe the method used to measure the effectiveness (outroines) of services, Identify measurable goals and objectives. At our orange of the program's evaluation documentation, OLIVE measures differences through dolly interaction one personal growth of the chantle. We compare their behavior from our first interaction to each day may are in our safe house. However they responding to outside stimply Are they less afraid? Are their drug town in forces for a few programs? Are we receiving positive reports from reconstruct to the individual area of considered outside characteristic management.

- 5. Mark the box below that indicates the national objective met:
- Activities Renefiting Law and Moderate-Income Persons.
 <u>\$70,208(a)</u>
 - O LMA-Area Benefit 570,208(4/1) Area wide activities benefit A11 residents in a particular area, where at least of the people are low one materate 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 Treets 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-Lbulted Clientele. 570,208(a)(2).
 - 9 Hadded Chentele. \$70.200(a)[2][5] An inities benefit low and moderate-income (LMI) persons without regard to the area being served. At least of the nersons participating in the activity anist be low and moderate-income, but also how your organization verifies income eligibility of clients.
 - Presumed Remefit 570,208(தம்) மிழ்த் Chests served are primarily and specifically from one of the following groups:
 - C Abusec children
 - C Battered syouse
 - C Ederly persons (62 years of age of older)
 - C. Hitterate persons
 - Migrant farm workers.
 - Handicapped individuals
 - Homeless persons
 - C Persons with AIDS
 - O Client Document Review, <u>570.208(a)(2)((d))</u> Clients provide tax documents, pay stubs, etc., to verily income. Upday's sample worksheet.
 - Theorem Contification, \$70,200(3)(2000) Clients independently "income-cently" un a locus provided by the Grantee. This is primarily used for group meetings and not a preferred medical. Highest a blank "intake" form.
 - C. Limited Clientele. <u>\$70.208(407)(i)</u> An activity that serves to remove material or such because bacriers to the mobility or accessibility of olderly present or of acults meeting the definition of "severely disablest."
 - O Limited Clientele, 570,200(5)(7). With centerprise assistance artivity to benefit new and existing independently likes (five or fewer employees, including owner who is a low-mod person).
 - O Limited Ellewiele. \$70,208(a)(2)(a) A job training and planement and/or other employment support services activity, including, but not limited to perr support programs, counseling child care, transporation and other similar services, in which the percentage of low- and moderato-income persons assisted is less than under limited dimensions or order 24 (FR \$70,208(a)(2)(a) and (b).
 - OLMH-Housing Activities, 570,208(a): An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be or upject by low and moderate-income households.
 - OLMI-Jobs Activities. 670,200(a) © An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTE) issets, involve the employment of low and moderate-income persons.
- © Slum and Blight 570,200 by Activities that aid in the prevention or elimination of slums or blight.
- Toy addressing Sham or Blight on an area basis, please Glok Here for the regulations and criteria,
- Congent Need. 570,208(c) Community development activities having an urgent meed. This objective ranety applies and is reserved for all eviating emergency situations such as natural disasters.
- Which measurable objectives does your program most?

The measurable objective that Olive mode as Islandor LOW/MCD: 'Acra Benefit, Limited Chentele, and Housing' Through the services a breathy Olive, all these criteria are met. Area Senaft: Our outreach its specific to street level point for on. This issue is growing and is usually and with hostility from ununaunity members. It is also mode for many tow income women, and young ghis in our community as they are direct largets of traffickary, Sex trafficking touches the lowest level of fractice the toust often. Provent on and osystance to high risk individue's and victims of sex trafficking reduces crime in most areas of the rity as well as helps to diminate powers. Limited Chentele All, the chentele of Olive Ial, into the

https://www.sitydataeenvices.nevciliee/maderca/apd2022arc.pl?rpt=0204Aprop=14

2.8

low/mod category. Offive limits its services to only victims of sex trafficking. The victims have no income of their own, no bousing options, no stable jubs, and no way to provide for many serves. All our disortable has experienced severe abuse and tractos. All their irrelate of Office are homeless when that contact is made. Housing Office provides a "cate homse" specifically designated for victims of sex trafficking. Our shafter provides means after them violence and threats of violence by trafficking. Our shafter provides means to be temporary, but form violence and threats of violence by trafficking for selections in some in the temporary, but form genough to get our clientale groups trauma counseling for selectional health issues, obtaining proper identification, requiring an with family relocated to reliabilitation programs, connecting to health streenings, allowing time for housing through state and local programs, and provide workforce/school assistance. All three services are been if of charge for clientale.

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

Olive's guals one simple, help victims notation them avail personal goals. Olive works with victims to set their near goals. Once the needs of each client accounts clear, we list by mins prioritize the most immediate need to the ones that can bappen later. Once priority is established, our jub becomes essistance and accountability. Our directs do the work thanks' yes. This builds engovernment within the person and a sonso of value and pride. Once that is established, the goals become accessible in the mind of the rities.

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

Office has applied for funding through Cummunity Corrections Partnership Madera County for wages for two comployees. The grant manies are field to AB-109 Pt She Safety Realignment Act of 2011. Office first the profile for this manny because we handle a population that is both criminal and victim relates. Although we assist "victims" of sex trafficking often this is translated by a three intending the criminal probability of our clients are gither on probation on lace been changed/convicted of the non-violent crimes of drugs or prostitution. This finding from COP was approved May 26th, 2021 and ends on Tecompaer 31st, 2022. We will be requesting more funding for the following year as their next meeting in time. We also heat an annual fundance: The donations from the community go to the direct meets of the victim and are used to fill the gaps of grant monies. The bording we are asking from CDIG will be for musing and transportation. No wages will be used from the CDIG torping some as

9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If not fund raising is not increasing, planse explain (De specific). Office hosts are annual disner/auction fundraiser every spring. This year, our fundrates noticed approximately 443,000.90. Our plan is to host another smaller fundraiser tids summer in the farm 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 per onces more aware of the struggles that fundamentalificking survivors a other with, the more support we receive. We also plan on hosting a Tairace in Madera to he petulo bring in more support we precede, when a wareness to currenteently. We have also been in correct, eith a person who organizes 'popup' events. She would tille to apread the word ahout as that way as well.

Pre-covid, our fundraisers brought in a bout \$15-70,000.00 arous fly. Jue to the opening of our safe house locations, community members have doubted their giving. As more community members become aware of trafficking in our kity, we and up at the outliber of donors and donations to increase in the certaing years.

10. What was done to neceive public input/particleation? Please provide details. What did the public input/particleation dentity? 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 origing relationships with Scorptzinia, Rolary, Frons and other agencies are important to us. We have several voluntuary that are heavily toyoloved with our organization as well. If it external for this generosity of current annuality, we would cease to exit. Our annual dimenyaction sold out for the first time this year. We have teached out as our partners via ornal and have abushed let are of support. We receive multiple referrals to our agency from agencies outside out own county.

11. If service is offered cutyide the Madera city limits, highlide the list of funding sources and https://www.chydatasarvices.net/cc.es/maderca/app2022arc.pl?rol=C258&prop=14

3/8

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

12. When there is ac overflow of clients, how is it determined whom to serve? Office its a 'first come, linst serve' agency. In the case of overflow of clients, we have partnered with other agencies outside of Moriera client we refer them (a). We have spent the last 4 years building a nebeck of openies heliceen Presmi, Merced, and Modesto. Office has grown at a capid tate, so we had to have alternative published on we do not leave anyone without services.

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

The workers of Olive depends on the success of the startival. Although Olive won Non-Profit of the Year Re 2021, our success is really in our first safe house termit. This young lady come into our revely removated building last year in Pebruary and has excelled. She has finished her nelvah program and parenting classes. She started her first Joe and has even applied to Presmi City College to become a drug cransclor. Ste continues in therapy and its corn really working, liming the count system or pending charges. We correctly have a suretiver of exploitation living in our sufe house who has severe physical illness. We are working with her through the leadthcure system or save for life Safety and a stable environment are a top priority when dealing with health issues. The fact that she doesn't have to scress about where she is going to stay it as our pass. We also have a braid new surviver who has only been with us a short time. Since she's iteen with us, she's set personal goals. Some short term goals, others are longer term goals. The fact she's working on getting her first job in over 20 years and short very goals of the GEB exam.

Office has also provided a rate plane, or many young women in our community this past year while waiting to go into injustion, programs. There's a statistic from District Attorney's nationwide that states, every third day a community on the streety, are is seen by assaylted significantly. If we can keep the tradiculation getting warray, 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 % years. Olive los gone from one L'entenant. valunt certify his time helping one or two victims, to a team of staff and several volunteers. helping middible victims. Over the last four years, Dieve has gone from 1 chent to existing over 20% limits at a time, 0 live has spear, the last 5 years expanding partnerships with other local Law enforcement and human trafficking agencies and have significantly expanded out services. Olive is a sales made great progress in the last few years with reaching out to area agencies and building parametables with community service clobs, businesses, and other non-profits. We now offer transponal on services, but sing options, trained courseling help with obtaining proper identification and assistance with contenting to proper resources. We also assist with travigating all trailable uptions through the state of California and beyond. We have a successrate of about 65%, however, we are still in contact with the 15% that did not want our services. In the past two years, we have not had in no any street outreach ourselves. We have had different agencies reach out to us instead. Those agencies consist of but are not limited to Preside Probation, California State Forme, EAPMC, Control Valley Justice Coa (tion, Central Valley Against Human Trafficking, World Impact, Modern Police Department, Madera County Shortiff's Office, Madem County Behavioral Health, Hossbing the Chains, Flavor, of Modesto and many others. The number of identifiable vaccions of human trafficking will only increase in years to come. It is imperative that our growth includes at nongyondes, The larger gunnotwork gets, the more success we can have at new guizing and providing accepted services,

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

Office is the only recorded agency in all of Madera Lounty that directly targets the pupulation of sex and infect victims. As other agencies have a wanchy of services, Office has one. Our mone will remain on street involutions and sexual exploitation. Documentation to in our passessment from. We ask very direct agestions during the assessment process to be sure they are victims of human sex and fire or exploitation. Onto that is identified through our assessment process, we convention with services If it is found that this is not the case, we refer to an agency fact hetter its the individuals royds.

CLIENT POPULATION

https://www.citydataservines.net/enes/moderes/app/2022arg.et?rpt=0238&erop=14

445

L. Indicace the total number of potential clients in the community who regults begin services.	251
2. Indice. r. the Total number of Unduplicated Clients you intend to serve during the term of this proposed program/service (12 months).	ינ
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 cargot area?	O Yes ® No
4. Are income criteria used to establish eligibility for services? (If yes, attach a cupy of the documentation to establish income eligibility by brousehold size and household gross annual income. Acceptable forms of documentation in light road years of tax documents, six months of paycheck stabs, six months of checking and havings statements, retirement accounts, 401(b)(3) or 404K plans, etc.	⊖ Yes ⊛ No
5. Is a fee schedule used? (If yes, attach a copy of the fee achedule.)	C Yes ® Nu
Please explain your answer to #3 above. Firmit your desponse to the space below	

AGE	
0-5	
-12	
L3-17	
18-34	13
35-54	- 6
AGE 0-5 6-12 13-17 18-34 35-54 55-50	3
60-64 65+ Trital	
55+	
Tintal	19

GENDER	
Female	1.0
Mate	
Total	14

Female-Headed	
Hauscholds	

Ethnic Categories*	Cilents	
Mapanic or Latino	8	
Not-Ifispanic on lation	11	
Total	19	

Racial Categories*	Clients
American Indian of Alaska Native	
Aslan	
Black or African American	1
Native Hawailan or Other Pacific Islander	
Widte	
Other:	
Tuul	1

*Public reporting harden 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 nearliest, and completing and reviewing the collection of information. This information is authorized by the US. Housing Act of 1937 as americal, the Housing and Cross Rural Recovery Act of 1973 and Housing and Community Development Technica. Amendments of 1974. This information is needed to be to compliance with CMB-mandated manages in Bahnicity and Race categories for recording the 50059 Data Requirements in 1972. This information is considered notes and does not require any special protection.

- Higgsprin or Levieux Apperson of Gobard Mexican, Puerto Ridan, 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 "Latinus"
- \bullet Net Hispanie in Taitine. A person not of Cuban, Mexican, Puerto Rican, South or Descrat American, or other Spanish culture or origin, regardless of race.
- American Indian of Alaska Native. A person having origins to any of the original peoples of North and South America (tucluding Contral America), and who maintains tribal allifection or community attachment.
- Addam A person baying origins in any of the original peoples of the Far Last, Southeast Asia, or the Indian subcontinent cucluding for example, Cambridia, Chica, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands. Thailand and Victoria.
- Black or African American. A person having origins in any of the black racial groups of

https://www.citycataservices.nat/dries/madercs/app2022am.pf/rpt=0238/6propt 14

6/9

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

- Native Hawadian or Other Pacific Islander. A person having origins in any of the original peoples of Hawall, Guant, Samoa, or other Pacific Islands.
- White. A person having ortgins to any of the original peoples of Furnipe, 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 so sont out a request for signatures from all our supporters and sponsors Olive also Losse 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 millahoration with other agencies within the community. In June of 2021, Olive was added to the Photge 2 Stop Tradicking campaign. This campaign is a valley-wide consulturation of acti-trafficking agencies who are all working to partnership towards better texout ess, education and accurate one advantage for survivors on bision and got trafficking. Visit the website at: https://ewwwpledge2stoptrafficking.org/ We have also provided an MOO signed by our agency for this co-op. Camently, there are 12 agencies affactual to this co-op.

F, REFERENCES;

Please provide the name, title, company/ageary, promo and omail address for three references.

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

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

Name: Alicia Bennett	Title:Fragerty Owner
Company/Agency	Tel. Number: 425-531-2389
Email Address: ald:emiett1985@	System courts

Natite: Mike Laimer	Ville: Chaplain/Pastor
Company/Agency 18th Street Church of God.	Td. Number: 559-706-4202
Binail Address: mlanner@fourthstruct.c	org

	e: Cebra Ruse.
3-0065	adiny/Agency Breaking this Chains
	LAddress: debrass at the control

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS:

How often does the Board meet? Quarrenty

What was the average number of floari members attending meetings last year? 4
Based on the hylaws, what is the minimum and maximum number of seas on the Board?
Mitimum: 5 — Maximum: 51

Date of Incorporation: 3/9/2020

FINANCIAL

If additional funds are received, please describe the sounts, the arrowin, and provide supporting documentation.

https://www.pitydateservices.net/cities/madercs/app2022arc.pt?rul=C238&prap=14

6/8

Community Corrections Partnership through AD-109

How uttercate financial records audited, and by whom? We have never been publied.

Are the treasurer and/or other financial officers honded? O Yes

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 ourstanding obliquitors:

We have no outstanding obligations.

Budget Line Item	Medero	Other Funding	Program Total
Personnel Lines needed:			
Benefics			30
Taxes			30
Subtotal Personnel	\$i)	\$8	30
	lors-Personnal		
Mrive In Assistance			50
Supplies & Materials			30
Equipmen			33
Communications			50
Meetings & Convenings			89
Travel & Transportation	\$3,000		\$3,070
Training			50
Consulting	Se,000		86,030
Evaluation			.50
Other Lines mooded: 3			
Itent for Safe House in Madera	\$15,000		\$15,000
Food/Clotning for Tenants	57,000		\$7,830
Otilities for Sale Urose	\$5,600		\$5,600
Subtotal Non-Personnel	537,4110	30	\$37,400
Total Personnel & Non- Personnel	\$37,400	40	\$37,400
Indurect costs			33
TOTAL	537,400	\$0	\$37,400
Prognised # of Persons Served:	:9		
Cost per Individual	\$1,969		

Attachments

Checked a Bachments below are REQUIRED in order to submit your application, and your application WILL NOT to 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 uplead are checked below. If you have other attachments you would like to include, please theele the how 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 nour leaguradara.gog at least one day prior to the deadline.

Attachment

- Articles of Incorporation and Bylaws
- Organization Chart
- Non-Profit Determination Letters, IRS & State (S01.3.c)
- Most Recent Pinancial statements
- Mess Recent Audit & Findings, if any
- Program Intake Policies
- Crient Intake Foran
- Byałuation Document
- L. Board Certification
- Board Roster
- Other-Program Timeline

Link or Explanation for Missing Attachments

OLIVE sytaws 1 1.docs Articles of Incorporationadi 3.cci Board Members and Staff,por

IRS Determination Letter 2.55* Certified 100 1,µ:If

Olive Checkpook 2022 xlsx

We have never been audited

These are dovered on our intakt form ASSESSMENT FORM 8,04F

Ossessment From 6,500
Oraq Test, Results Form, off
Otive House Liability Walver 2023, pd
Tenent Rules for Safe House and
Oraq Test Results Form, plf
Contant Results for The Bennett House off
Tenent Rules for The Bennett House off

Not board pertitied

Board of Directors.pct

Frogram Timeling.edf Flatia, in Sino Trafficking MOU SIGNED BY OLIVE, in Support Letter from Mike Farmer, off

https://www.cityda.asary.cea.net/cities/macerca/apic/X02/arri.p?ypt=0226&prop=1/

6/7/22, 4:25 PM

■ Other Hatters of Support

City Data Services - Madera

Support Letter from Thereise Farmer redi-Support Letter from Andy Medellin redi-Support Letter from Celester Voyles, alf Support Letter 2022 Alvisa Meza, alf Support Letter 2022 Kelsie Holman pdf LCF May 26 2021 Minutes 2,pdf

Submitted By: Date 9 gned April Molina 05/26/2022

hat ally submeduck May 25, 2022 - 10:00:10

https://www.citydalasearvices.net/cities/manerca/app2022arc.pl?rpt=02388.prgp=14

8/8



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

ARTS-PB-501(c)(3)

IMPORTANT — Read instructions before completing this form.

Filling Fee = \$30.00

4575916

FILEDIYE Secretary of State State of California

MAR 0.9 2020

Copy Fides — First prigit \$ 1.00; each attachment page 50 au; Gert fidation Fide - 55.00 Note: A separate California Franchise Tax Board application is required to ectain las exempt status. For more information, go to https://www.flb.co.gov.		\€C This Space For Office Use Guly			
The name of the corporation is $O.L.T.U.E.$	Charleabl	e Organis	1240	1	
2. Business Addresses (Finite the complete business addresses	Isam 2a cando, £6.8 F	NO.Box or in care of æ	rincivicual	or entity.)	
a. Cattol Street Address of Corporation - Do not enter a C.O. Rox	Oily (no abbreviatio	tereviations)		Zip Code Cola Circ C	
330 South C Street	MARIELA City (no statue est.		C/A State	93638 2000e	
b. fnjigi MsiBrig 4 Lises of Corporation, if different steen idom 2a	City (no state se son.	14)	9600	1 p ccae	
3. Service of Process (Must provide either Individual Or Cordorate (NDIVIDUAL - Complete them: Selected 35 color - Must include agent's f	en.) (all neme and California				
P ≥ v(E	DOUBLES	FoSS		Suffa	
6 Street Address (Flagorous note) reposalism) - Do not enter a P.O. Bus 300 South & Still t	City (no sistervistion)		GA.	2000e 93638	
CORPORATION Complete fram Sc. Coly include the maine of the ra	gstered agent Corpor	s!lor.			
4. Purpose Statement Item 4s: One or both bases must fixed three. 4h. If including purposes is declared in the statement of the section purpose at This concernation is a normal Louble destruction to the Nonprinite Public Benefit Conjugation Law for: public b. The specific purpose of this curporation is to PUSCOL V	d in Hern 4a, or if you in sec in Hern 4b.) You engamized for the purposes	private gain of any pe haritable purposes.	erena II s		
5. Additional Statements (See Instructions and Fling Tps.)					
a. This coronations is organized and operated explusively for the prevenue Code section 501(c)(3). b. No substantial part of the anxivities of this corporation shall considerate or intervene statements) on behalf of any candidate for public office. c. The property of this corporation is irrevocably dedicated to the plof this corporation shall ever inure to the benefit of any director, d. Upon the dissolution or winding up of this corporation, its assets liabilities of this corporation shall be distributed to a nonprofit for exclusively for charitable, educational analog in allignous purporations.	sist of carrying on present any political can purposes in Articale 4, officer or maintain that is remaining after pay and, foundation or co- poses and which has e	opaganda, or otherwise paign (including the part of thereof and no part of person or the benefit yment, or provision for poration which is orgestablished its tax-exe	se atksriji nublistring if the riet i it of any si r payment anized an impt statu	ting to influence or distribution of maxime or assets rivate person, , of all debts and dioperated s under Interne-	
5. Read and Sign Bolow (This form must be signed by each in			do a tille.)		
Signature	Type of	<i>GL Füss</i> r Print Nome			
ARTS-PR-6ft (c)(3) (REV 05/2019)			2019 Fa.	Intrina Addressary of Siz ceri lesses cale	

Annual Action Plan 2022



\underline{O} vercoming \underline{L} imitations through \underline{I} ntervention, \underline{V} alue, and \underline{E} mpowerment.

OLIVE TEAM:

Operations Directors

April Molina

Board of Directors

ut. Dan Hossi Charactan

L., Report Blenn President

Cynthia Rambs vice President

Selvia Anguiano Recortory

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D.A. Sally Monand

Set. Alic a Videgoin. *Sirector*

www.olivemadera.com

1625 Howard Rd Maders, CA 93687 359 865 6265

Board of Directors

CHAIRMAN: Lt. Dan Foss - Madera Police Department

PRESIDENT: Lt. Robert Blohm - 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 Fresho

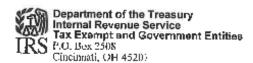
DIRECTOR: Sally Moreno - Madera County District Attorney

Staff Members

DIRECTOR: Sgt. Alicia Videgain - Madera Police Department

OPERATIONS DIRECTOR: April Molina

ADMINISTRATIVE ASSISTANT: Kelsie Hickman



OLIVE CHARITABLE ORGANIZATION C/O APRIL MOLINA 330 S C STREET MADERA, CA 93638-3727

12/18/2020 Employer ID number: 84-7806846 Person to contact: Name, Peler Oricto ID number: 31435 Telephone. (877) 829 6500 Anto unling period ending: December 31. Public charity stable: 170(b)(1)(A)(vi) Form 990 / 990-EZ / 950-N rysjulred; Yea Effective date of ecomposition: March 9, 2020 Contribution deductibility: Yes. Addette um applies: Nσ DLN: 25053838001540

Dabr.

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 rax coductible bequests, dovises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep in for your records.

Organizations exempt under IRC Section SOI(c)(J) 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 Fermi 990/990-EZ/990-N, nor records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic antice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three conscentive years, your exempt status will be automatically revoked,

If we indicated at the top of Luis 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 reconferences.

Sincerely,

staphen a martin

Stepher, A. Martin Director, Exempt Organizations Rulings and Agreements

> Letter 847 (Rev. 2-2020) Catalog Number \$6192P



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

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

Verification Number: P4J72QM Entity (File) Number: C4575916

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





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.F. CHARITABLE

ORGANIZATION

2. Business Addresses:

 a. Street Address of Principal Office in Californie;

1625 Howard Rd. #170 Madera, California 93637

United States of America

b. Malling Address:

1625 Howard Rd. #170

Madera, California 93637

United States of America

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

Use bizītie.sos.ca.gov for online tillings, scarches, business records, and resources,

Certificate Verification Number: P4J720M Use trailie.ses.ca.gov to verify the certilled copy.

ocument ID: H094669



Officers (Cont'd):

e. Chief Financial Officer: April Dawn Moltna

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: Dari Foss

Use trizific sus cargov for online fillings, searches, business records, and resources.

Iment ID: H084669 Certificate Verification Number: P4J72QM Use bizilie.sos.ca.gov to verify the certified copy.



OLIVE Foundation

Overcoming Limitations through Intervention Values and Empowerment

Partnership with Madera Police Department

01160	timonial Release
	, give OLIVE Foundation the
my signature and that the inform manner in compliance with all app may see the information that is t	will remain effective from the date of nation will be handled in a confident dicable federal laws. I understand that I to be sent, and that I may revoke the n and dated communication. I have read clease.
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 Toundation 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 accuracy 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 emit 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 trime against an OLIVE Foundation representative

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

OF IVE 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 OHIVE Foundation.

Clients have the right, with some exceptions, in amend 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 distard of cell phone, and paraphernalis.

Client is in agreement OLIVE Foundation persunnel 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 s	support services from OLIVE Foundation
Client Signuture	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:	
1135.25-16-2	
 ☑ Medical Services ☑ Social Services 	
☐ Social Services ☐ Legal	
Other:	
_ 0.50.	
The purpose and need for disclosure and agency(les) listed and initialed above of	d communication is to inform the my participation with OLIVE Foundation.
I also understand that I may revoke this time except to the extent that action has event this consent expires automatically services.	been taken in reliance on it, and that in any
I understand that in order to receive serv Foundation, I must remain in contact on	
Client Signature	Date
Witness Signature	Date

Page 6 of 10



Assessment Form

Client Information

Pers	unal	Гл Го	ния	tion

Name;		
Last	First	M.I.
Address: Street Address		
Sweet Address		Apt./Unit ∜
Home Phone:	Aft. Phone:	
Email Address:		
India / tabers.		
Do you have a valid California Identificat	ion?YESNO	
Birth Date:	Marital Status:	
Emergency Contact Information:		
Name:		
Address:		
Home Phone:		
Relationship:		

Family History:
Do you have children? YES NO
Children's Names and Date of Birth:
Ch6d #1
Child #2
Chtid #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?
The effect
Education:
On you currently have any of the following? Please check all that apply:
High School Dipluma GED Vocational School Degree
Known Learning Disability _ 504 PlanUEP
Highest Level of Education:
Legal History:
Have you ever been convicted of a crime? YE\$ NO
If yes, describe the charges:
Are you currently on Probation or Parole? YES NO

Country of Busharian on Bourley	Page 8 of 10
County of Probation or Parole:	
Are there currently any warrants out for your arrest? YES NO	
Do you currently have any pending logal matters? YES NO	
If 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 Oth	cr:
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?	
lleart ProblemsDiabetesAshma	THIV/AIDS
Mental Realth Allergies Glasses	S'UD's
Other;	
Other; Other; YES NO	

Physician	Page 9 of 10
Do you have any medical insurance:YESNO	
Trafficking History:	
Have you ever been puid to have sex? YBS NO	
Have you ever been charged or convicted of prostitution? YES NO	
Have you ever been a victim of meest? YESNO	
Have you ever been forced to have sex against your will? YES NO	
Have you ever been a victim of domestic violence? YBS 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? YBS	-70
Demographics:	
Are you currently homeless?YES NO	
Are you a US citizen? YESNO	
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?YF8NO	
Do you have a good standing relationship with any of your family manhers? $_$ YES	00 8
If yes, which one(s):	
Do you have any outstanding debt?YESNO	
If yes, with who?	
Any questions of concerns?	

Page 10 of 10

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



OLIVE TEAM:

Operations Directors! April Molina

Board of Directary

Lt. Dan Hossi Ocalismon

Lt. Robert Blehm. Proxident

Cyrithia Ramos Vice President

Sylvia Angulano. Secretary

Jann Melina. Tressorer

D.A. Saily Moher of Director

Sgr. Allefa Videgale. Otrector

<u>www.of/yemadera.com</u> 1675 Чэмэгд ад, т170 Мадега, СА 93637 559-365-6265

DRUG TEST RESULTS FORM:									
DONOR NA	ME:								
REASON FOR TEST:									
DATE TEST WAS ADMINISTERFU:									
REŞLILES:	POSET	٧ŀ	NEGAT	IVE					
f positive result, please circle what came up positive:									
AMP	BAR	BZO	BU2	COC	MDMA	4	TMC	MID	
EDDP	MET	MOP	OXY	PCP	TCA	COT	ETG	GAB	
(RA	K2	TRA							
TEST AMIN	DBRBTZI	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 Office 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 Indomnify 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, wa'ver, and Indomnity 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.

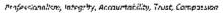
The undersigned has read and voluntarily signs the release and waiver of liability and indemnity agreement, and further agrees no oral representations, statements or inducement apart from the foregoing written agreement have been made.

The undersigned understands that the above release and waiver of liability and Indomnity 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 RE	AD THIS RELEASE.		
Signature of Applicant	Printed Name of Applicant	Date		



Madera Police Department Olive Organization





Tenant Rules for Olive House:

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

- Nobody get to know where you are staying. This is a SAFE HOUSE. We must keep if that
 way. Please do not become a safety risk to the other tenants.
- 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.
- If you need/want to leave for any reason, please let April know. There's a calendar for scheduling appointments.
- Any cars parked in the parking lot are required to be insured and you must have a valid driver's license to drive it.
- 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 LL 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.
- 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

Projessionalism, Integrity, Accountability, Trust, Compassion



Tenant Rules for The Bennett House:

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

- 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.
- 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.
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- 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.
- 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

<u>Treasurer:</u> John Molina

Director: DA Sally Moreno

<u>Director:</u> Sgt. Alicia Videgain

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 cwns a plece 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.
- Olive Safehouse Once the victim is triaged, we continue to assess their needs. The survivor is walked through their immediate needs first. These usually consist of but are not limited to:
 - a. Obtaining identification
 - b. Obtaining medi-cal
 - c. Assessing further trauma counseling
 - d. Assessing it 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 Reunitication 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 GFD 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

Ihis 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 be pithem 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 chanse 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 RE ADVISED THIS IS A RENDING AGREEMENT.



Hresking the Chains P.O. Box 9751 Brown, CA, 93794

Pledge to Stop Trafficking Recipients.

Phone: 559 402-3955

Hello Fellow Freedom Fighters,

Memorandum of Understanding for the Medge to Scop 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 dolinestic sex trafficking in Fresho 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 cohically 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 apositically to aridross service delivery to commercially sexually exploited minn, women, and children. The provisional guidelines duringed 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.

General participant responsibilities "Fach party will fulfill the following responsibilities as part of its work on the Hedge to Stop Trefficking under this MOU:

- Appoint director or designee empowered to make decisions on benefit of the party to participate.
- Attend regularly scheduled meetings and participate collaboratively in all Pledge to Scop Trafficking events and meetings.
- Report on successes, but iters to providing services, and areas for improvement, including recommendations for adapting the MQU 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 functables.
- Annual reporting letter with cetalls 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 voluntoors and or staff to participate in the annual Scop Traffic to Scop Trafficking, campaign dia, will take place on January 1111, 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, Tiffeny Apodece, and Curds Chestain. The preceding parties are advisors to the fund and are responsible for overseeing the general guidelines and vision of the Fledge to Trafficking Fund,

The entire Field of Incerest 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 cligible participants, reviewing funding requests for approval based on the annual monies recained 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 fidurary 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 comestic victims of sex-trafficking. The following guidelines were created to ensure that we adhere to othical 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 denors who have necided to piedge their money to the piedge 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 that independently.

The participant acknowledges that the participant also agrees to recain 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 setuity measures to prevent accidental disclosure,

Sprit Helins	8 3.128.251
	DATE
(AUTHORIZED SIG NATURE)	
April Molina	
(PRINT NAME)	
	DATE
(AUTHORIZED SIGNATURE)	
IPRINT NAME;	
). Pa, T	



<u>Overcoming Limitations through Intervention</u>, <u>Value</u>, and <u>Empowerment</u>.

OLIVE TEAM:

Coarzitions Director: April Vibrina

Foam of Directors

et Dar Posi Cesiónios

16. Reacht Blefrin. Wesi'den's

Cylimia Pamos Moduliesidam

nym a Anglinent. Shufetsky

John Michael Tradsurari

Elektracky Marson Steamer

Sąti Alicio Vintegaro. Dwodobił

www.olivi-medarc.com 1626 Boward Rec Iv adera, CA 98657 559-355-5255 May 17, 2022

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

Dour Mayor and Members of the Council,

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

Thave worked closely with OI volover the last few years as they have worked tirelessly to open their new safe house. The financial support that this great 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 Clive 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 condusion, I fully support the efforts of Ofive to seek external handing to support a program designed to assist victims of sex traffleking. Any programs that can help women get off the street and out of the sex industry will benefit our community at large.

Signature

Date

MAY 17, 2022



Overcoming Limitations through Intervention, Value, and Empowerment.

OLIVE TEAM:

Operations Directors Appli Wolling

Social of Directors:

ja Tuari Prez Steriforsk

La, Roland Glahir. Propagai

Cynthin Kerson. Wym Sanddeid

Syrvin Augule 15. Tenninger

soha Midiria. Nagyunga

Californiae Lengths

Ng. Na. p Videgelo. Chector

www.olivemadera.com

1925 Newton's Rd. Mac 275, GA 93/202 265 Anti-52/50 May 17, 2022

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

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Signature - Theresa. M. Farmer

Date

5-17-22



Overcoming Limitations through Intervention, <u>Value</u>, and <u>Empowerment</u>.

CLIVE TEAM:

Operations Birector: April Mellera

Board of Directors:

H. Oan Sow Chairesaic

in, kocen Afford Rossanaf

Tymma Paints List Protidogs

Bolvia falluciano Bolvistary

John Vitina Johnson

Coal Suit / Michard Drawing

Sgr_a Ar ard Sidegalis. Construit

www.divamedera.com 1525 Howard Ed. Madera, CA 03507 550-365-5055 May 17, 2022

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

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ature(\

Date



Overcoming Limitations through Intervention, Yalue, and Empowerment.

OLIVE TEAM:

Operations Directors Appl Molina

Board of Directors.

LL Dan Foss **G**wicosan

Lt. Robert Blohm President.

Cynthia Rasnos Vice President

Sylvia Anguiano Secretary

Joan Mollas Treasurer

D.A. Sally Moreno Obecion

Sg.: Alicia Videgain Okeano

www.olivamadera.com 1625 Howard Ro. (Variety, CA 93637 659-365-6265

May 17, 2022

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

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Celeste a Voyles _5/18/2022.



\underline{O} vercoming \underline{L} imitations through \underline{I} ntervention, Value, and \underline{E} mpowerment.

OLIVE TEAM:

Operations Director: Applied ins

Guardio Directors:

Fr. Den Tess Openheids

It Robert Renor. President

Cynth a Kamas 'Xim Zorchlant

Sy via Anguland Receively

John Molina Teracerer

O.A. Sally Merenn. Director

S₈1. Aliu a Videgain Dicessor

www.nl.vemadera.com 1625 Howerti Ro. Macors, CA 93637 359 363 6755 May 17, 2022

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

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Mess les	
Signature	Date



<u>Overcoming Limitations through Intervention,</u> Value, and <u>Empowerment</u>.

OLIVE TEAM:

Operations Director Appl Molica

Bound of Directors:

16 Dan Coss Ospherosi

ItaBookt Birani President

Cyr thia Ramos Mae Provident

Sylvia Aliguiano Secology

John Molina Teograpisca

D.A. Sally Moreno. Director

Sgl. Alic i Videga 1 Dimeter

www.ol-vemadera.com

1525 Howard Rc. Madera, CA 92637 329-365 6265 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 CDRG Public Services Grant being submitted by O.L.I.V.E. Charitable Organization.

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Signature

Date

5-24-22



<u>Overcoming Limitations through Intervention</u>, Value, and Empowerment.

OLIVE TEAM:

Operations Director: April Molina

Board of Directors:

La Dar Foss Choloman

 Robert Blehm Resident

(Vethia Ramas Vice President

Sylvin Angulano Secretary

John Molina Trepsorer

Dis Sally Morena. Disease

Spt. Audia Vedicasini Director

www.b ivemadera.com

1623 Roward Rd Medera, CA 936 W 559-365-675a May 17, 2027

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

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Signature

Date

Use Hiow

CDBG 2022/2023 BRANT APPLICATION

PURITO SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A - Project/Program Summary

	I colored to S		
Application Type	Public Service		
Legal Name of Organization:	Madera Rescue Mission		
Mame of Project: Homeless Program			
Street Address/Service Ates of Project:	1305 Chatea Street		
City: Madera CA	7ap: 70:538		
Amount Requested for this Project:	\$34,500		
Amount of Leveraged Punds Available to. Llds Project:	se.		
Mailing Address:		Madora, CA 936381	
Citys Madera		Zip: 93638	
Grant Administrator : Ligio Pacheco		Title: Accounting	
Phones (559)675 f0321 for 223		Email:mrmacttinghus@gmail.com	
SAM Number: 197697709 System for a	Award Mans	gement (Formerly, CCR) Number	
UE) Number: 1(20/914WAND)/-		Federal EIN/TIN Number: 77 0144133	
		Title: Deputy Director	
Phone: 5396758321		Email: lbclmontez@madoraresconorg	
Type of Entity/Organizational Strumme	Non-Profit		
Brief Project Description 50 Words Max): Madera Re	suue Missloui is an ongoing program	
mustaing ensergency and transitional al-	alter to the l	beneless, single individuals and low	
facome families with children. Help clier	nts with the	process of being homeless to uplain their	
permanent housing Serving more than 3,000 meals monthly as well as offer a 9 /07 month			
faith based Recovery Frugisin.			

COBG PUBLIC SERVICES APPLICATION

- 1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO TREADDRESSED: [Describe the community meet or problem to be addressed by the proposed program. Scale love and by whom the need was identified. One your sources (e.g., U.S. 20XX foreast Data Table X.) The community problem that needs to be addressed in the horndess lastle. It is affecting not only residential areas and business's, but to our environment. The continued this is and human disposed or our street's is concerning not only to revidents fiving near the river, but to The Health Department as well. According to new statistics released by Data Desisosgov, It was estimated for Madera CA to have a population of 159,440 for 2021. This is an indicator that our lown will have an increase of hour class population for 2022. Added to this we have many people that have not only lost their jous, but their houses as well due to COVID-19. Everyone is now that this pandemic is a pation wide issue that has laid devastating consequences.
- 2. EXISTING SERVICES: List other agenties currently addressing the need or profile described above.

Holy Family Table is soup kitcher that provides breakfast, The Hope House provides for the daily activities for the homeless. There are some other agencies that provide services to low income individuals such as lowe Inc. CAPMIC.

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

Maddra Researchission serves all people in need as it relates to emergency shelter and food.

We have emergency housing for women and children [38 bods]

We have emergency lidesing to men (64 bods)

We serve 3 daily healthy meals, (more than 3,000 meals monthly).

We offer 9/12 month Bird-hoses! Recovery Programs

We teach fliblical reflaciales.

We offer a coors of anger management and domestic violence prevention as well ACE.

We often work skills in different areas.

4 Describe the method used to measure the effectiveness (outcomes) of services, Identify measurable goals and dejectives. A for his dropy of the program's evaluation documentation.

https://www.glyriataxervices.net/cities/ii/aperca/epp2022arc.pl?7ff=1002/8prop=7

MBM measures our effectiveness by brokeng track of our daily services being provide which includes dealy meal overvoil & nightly boolings, in addition we also have our staff provide daily. narrative info if any incidence happens during the night shift. We make sore that our guest feel comfortable, loved and loving the sense that we mally carn for them.

- a. Mark the nex helow that indicates the national objective met:
- Activities Renefiting Low and Moderate-Income Persons, 570,208(a).
 - \odot LMA-Area Benefit, $570.208(\pm0.1)$ Area-wide activities benefit ALL residents in a particular great where at least of the people are low and moderate-income. The service area of the project must be specifically IdeaLified. If this injective is selected, upload a service area map that includes all Carsus Tracts and Diork Groups served by your project and a calculation of the low/mod-moonte percentage. Clok Here in verify Census Thacks and Block Groups for CDBG LMA Service Area Map.
 - 8 LMC-Limited Cilentele, 570,208(9)(2),
 - Timited Clientele, 570,208(a)(2)(i) Activities benefit low and moderate-income (LMI) persons without regard to the aber being served. At least of the persons participating to the activity must be low and moderate incrime bullicate now your organization verifies income eligibility of clients.
 - Presumed Benefit 570 208(a)(2)(02) C innts served are primarily and specifically from one of
 - the following groups:
 - O Abused children
 - O Battered spinose
 - O Edenly pensions (62 years of age or other)
 - O Illiterate persons
 - O Migrant fam: workers
 - O Handrospped Individuals
 - Homeless persons
 - Persons with AIDS
 - Client Document Review. 570.208(a)(2)(3) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
 - Income Certification, 570,200(5)(20)(1)(2) Clients undependently "income certify" on a form. provided by the Grance. This is primarily used for group meetings and not a preferred method. Upload a plank 'intake' form.
 - O Limited Clientele, 570,200(g)(2)(j) An activity that serves to remove material or archite tural larniers to the mobility or accessibility of olderly persons at of adults meeting the definition of 'severely disabled."
 - O Limited Clientele. 570,208(2)(2)(ii) Microcaterprise assistance activity to benefit new and existing inforcent exprises (live or tower or players, including owner who is a love-mod person).
 - Limited Clientele, 570,208(£)(25)(2) A job training and placement and/or other employment support. services activity, including, but not limited to peer support programs, counseling, child have, transpuration and other similar services, in which the percentage of low- and moderate-income persons assisted to less than under limited airconstances under 24 GFR 570.200(a)(2004) (a) and (b).
 - OIMH-Housing Activities, 570 208(4/3) An artivity carried out for the purpose of providing or improving permanent residential structures, which, upon completion will be occupied by low and moderate-monne
 - OLMI-Jobs Activities, 570,208(a)(4) An activity designed to create or retain permanent; obs where at least of which, computed on a full-time equivalent (PTE) having involve the employment of low and moderateincome persons.
- Slum and Blight, 570,2086; Activities that aid in the prevention or climination of slums or blight.
- For addressing Stom or Bitght on an area has is, please Click Hera for the regulations and criteria.
- Urgent Need, 570,200(2) 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 ments Nacional Abfactive # 1, Our services benefit the betoeless, low-income conities & children. MRM what works with prophowith substance abuse through our 9/12-month in policul Recovery Program, MRM contravors to provide a safe place to reside during an emergency scenario. Through our program the Connection we work ardubusly with other agencies to be pitied a solution to the hortoless issue in our community.

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

Madera Rescue Mission insets our goals by:

Book litting low-income families and children.

Providing decent temporary housing in a suitable living environment.

lelpting & connecting dilents with necessaries resources to obtain their permananting honology Affectating the hunger issue in our community.

http://www.sitydetaeervices.iie/kilies/maderca/app2022arc.p?rat=C227Aprop=7

29

City Data Bervices - Madora

6/7/22, 4:25 PM

Serviny climats with mental health problems & substance whose. MRM's goals will be met by the accessibility of servines upon climat's request and having the suffishation of serving anyone in need with love and corression.

8. When financial resources, other than City are available for this program? Have applications for other highly been submitted? Explain. If funds other than CDBG are proposed, pusies provide supporting ducarneouslimyletters of commitment.

WRM, reflection our faithful monthly donors and business's. This You, 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 medis 8 magnety hads that we serve to nur-immunity. This year the amount of courribotions have donorically decreased due to lineautal issues that many of our regular donors are fining.

9. Describe in detail all proposed plans for fined raising for this program. What is the projected net income from band raising? If net fine mising is not increasing please explain (be specific). MRM has 3 major events to raise tunds. 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 fundration banquet to October (estimated net increme 20K as well as our Thanksgiving & Christmas mai campaign (estimated Net 30K)

10. What was done to neceive public input/participation? Please acrovide details. What did the public input/participation (deatify/ include documentation of support for the proposal such as meeting minutes, letters and petitions.

MRM inless our lact vittles and programs on social media (Potebook). 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 mosts at Thankspiving & Christons. In addiction, we have people that come to the Mission to leach nor clients in our Recovery Programs & our nightly guest.

- 11. If service is offered outside the Madam city limits, include the list of funding sources and supporting documentation/limiters of commitment that support those 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 torne first served organization, but we strive to help of club curse to our doors.

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

MRM success lunges on people:
People becoming able to
People being able to re-enter society.
People heing able to obtain permanent housing.
People feeling safe, and no longer hungry.
People feeling safe, and no longer hungry.
People heing able to go back to work.
People heing able to go back to work.
People heing safe restored.

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

14. Discuss your program's/projent'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-carered society. We also have had more than 78 homeless move from consequency 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. 0) somethow your program/project shall goroment that it provides either a new service or a quantifiable increase in the level of service.

https://www.citydatasorvices.ne/fullies/maderca/app2007am.pl?rpt=G227&crap=7

MRM will make every ellor. To reneive written/wideo testimony from the guests who lave spectitume with us. We have seen a decay incovers in more and freeze much more need in 2021. For 2022 we expect to liste much adendrial discretions due to the event of COVID-19 has impacted our conductality, and it will tax Maded as namenous levels, from bod insecurity to housing.

A new need from our community was to a have available place where to allocate horneless particular released from the hospital. New MRM count with a temporary Respite Carollon men & warren.

CLIENT POPULATION		
 Indicate the total number of putential clients in the community who require your services. 		Hob
Indicate the Total number of Unduplicated Citents you intend to serve during the term of this proposed program/service (12 months).		200
 If this program was funded last year, has there been a rivinge in the composition of the target population to be served and/or shift in the geographic target area? 	O Yes ⊛ No	
4. Are income criteria used to establish eligicility for services? [If yes, attach a copy of the documentation to establish income all gibility by nonserbold size and household gross annual income. Acceptable forms of documentation include two years of tex documents, six months of paycheck stulis, six months of procking and savings statements, retirement accounts, 401(h)[3] or 4016 plans, etc.	ंYes ® No	
5. Is a fee schedule used? [H yes, actach a copy of the ise schedule.]	○ Yes ® No	
Please explain your answer to #3 above. Limit your response to the space below		

AGE	
0-5	15
6-12	15 13
13-17	10
IG-34	13 43 63 30 13
35-54	63
55-59	30
60 64	13
35-54 55-59 60-64 65+ Total	10
Total	200

GRNDER	
Female	40
Male	160
Thital	200

Firmalic Headed	
Households	10

Ethnic Categories*	Clients
Hispanda or taitinu	80
Not-Hispanic or Latina	120
Total	200

Racial Calegories*	Clients
Arneticae Indian or Alaska Nativa	8
Asian	1
Black or African American	- 1
Native Hawaiian or Other Pacific	
Islander	
White	4
Otiner	
Total	20

Thiblic reporting hurden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, scarching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Plats information is authorized by the US. Housing Arc of 1537 as amended, the Housing and Orban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. Pais information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50859 that Requirements to HOD. This information is considered test-sensitive and does not require any special protection.

Disparic or Latino, A person of Cuban, Mexican, Puerto Rican, South or Central American, or

https://www.cityriatseervicee.net/cites/macerca/app2022ardial?rp.=0227&crap=7

edier Spanish culture or origin, regardless of race. The Lerin "Spanish origin" can be used in addition to "Dispanis" or "Latico."

- Not dispanie in Latino. A person not of Coban, Mexican, Poerto Rican, South or Central American, or other Sponish culture or origin, regardless of race.
- American Indian of Alaska Native. A person Laving origins to any of the original peoples of North and South America (including Central America), and who maintains critical offiliation of condountty attachment.
- Asian, A person having origins in any of the original peoples of the Par East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, Oblaz, India, Jopan, Korea, Malaysia, Pakostao, the Philippine Islands, Thailand and Vietnam.
- Black or African American. A person baving orneins in any of the black cartal groups of Africa. Terms such as "Baitian" can be used in addition to "Black" or "African American."
- Native Hawafian or Other Pacific Islandes: A person having original peoples of Egwaii, Guam, Sarnoa, or other Pacific Islands.
- White: A present having origins in any of the original peoples of Europe, the Middle East or North Africa.

E, CITIZEN PARTICIPATION:

Proposals should include evidence of difficen support for activity.

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 infinites, letters and petitions.

Public input is received during "hankepiving, Christmas, S-X & Annual Banquet events. At these events we have numerately members coming log-ther to support our efforts in serving the more volucrable people in our community. It is paleeless to hear the good feedback we receive after services were provided to dients.

2. Note complaints that have been received, esc.

No complaine sa fa; and we lage it never happens since our gool is to make everyone feel,

3. Provide extraorc of collaboration with other agencies within the community. We partnership with:

Madera food Bank in distribution at rood hours and the n.K-event.

Community Action Partnership of Macera County Madera County Department of Correction

Department of Social Services

Behavioral Health

Madera County Public Health

Madaca Community Hospital

F. REFERENCES:

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

Staff will not and 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 Eank	Tel. Number: (359)975-5315	
Fine if Arldress: microthercenmaderafoodbank@gmail.com		

Name: Valtie Mendez	Title: Executive Director
Company/Agency GAPMC	Tel. Nuraber: (359)075-5749
Finali, Address: Intrandez gimade	тасар.огд

hillpa.//www.pitydetaeen/dges.nol/citins/mncorda/app2022arc.pl?~p.=C227&prop=7

Name: Sara Bosse	Title: Public Health Director	_ [
Company/Agency Madera County Realth Department	Tel. Number: (559)575-7893	
limail Address; Sara.Bosseตัวเทลสดาลอย	unty.com	

SPONSORING AGENCY MANAGEMENT;

CORPORATION DIRECTORS:

How often does the Board meet? I Monthly

What was the average number of Board members attending meetings last year? 7 Based on the hylpres, what is the minimum and maximum number of seats on the Board? Micimune 5 Vaximum: 8 Date of Encorporation: 1997

FINANCIAL:

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

We have been approved from FRMA PHASE 39 \$19K and from FRMA PHASE ARPAR \$30K. Also From Bank of America we received \$3%. Phrate-liend in mind that we are operating with an annual budget of \$900,900. For Instance, for this year we have budgeted just for utilities.

How often are financial records audited, and by whom? Monthly review by accounting Consultant Rabyone Whelton & CFA Annually

Are the treasurer and/or other flumbal officers honded? ○ 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 Liuc Item	Madera	Other Ferning	Prospen Total
Fersonnel Lines needed:			
Benefits			50
Taxes			80
Subtotal Personnel	\$1)	\$0	80
	Non Persandal		
Move-In Assistance			80
Supplies & Materials	83,000		43,000
Fquipment			SÚ
Communications			50
Mertings & Convenings			
Travel & Transportation			80
Training			50
Consulting			SO
Evaluation			50
Other lines needed 4			
Ctilities	\$20,000		\$20,000
Instrunce	\$10,000		\$10,000
Penting	\$1,500		\$1,500
			SO
Sublotat Non-Personnel	534,500	30	\$24,500
Total Personnel & Noo- Personnel	\$34,500	\$0	\$34,700
Indirect Costs			30
TOTAL.	534,500	\$0	\$24,500
Proposed # of Persons Served:	200		
Cost per Individual	91.73		

Attachments

Checkest attachments below are REQUIRED in order to submit your application, and your application WHA NOT health to be submitted will in using required alta threens? Please take this into consideration when Embrg your submission or this application. The documents

https://www.citydatasarvices.net/sitins/manerna/sep#0/9arc.pt//rpt=C9/78prgp=7

G/7/99, 4:25 PM

City Data Services Modera

See the up attached file 501_2022.pdf MRM Financial Statements.pdf

See the Up attached file

MRM Program Intake Polices.pdf

See the Down attached file

N/A We don

Client Intake Form.pcf 501_2022.pdf MRM_2022_Budget.pcr

Link or Explanation for Missing Attachments

We are not mandated to have Audited Financial

Intake fiaco is Included with the intake polices tile

MRM_Articles of Incorporation_Bylane.vill
MRM_Organization_Chart,crift

MRM Board of Director List 2022-2023 docs

Financial suggerflist documentation, off Evaluation document forms, off

you need to uplead are checked before if you have other accidiments you would like to include, please thenk the hox and, if Other, identify the Attachment in the hox. If you are enable in upload any of the attachments, contact Marcela Zoniga of 559-661-3692 or maintaileanness, at least one day prior in the deadline.

Attachment

M Articles of Incorporation and Bylaws

Organization Charv

■ Non Profit Determination Letters, US & State (501.3c)

■ Most Recent Financial Statements
■ Most Recent Audit & Findings, if any

Program Intake Policies

Ulient Intake Form

Evaluation Document
 Board Certification

Board Roster

☑ Other - Pinancial supporting documentation

■ Other - MRM 2022 Bidger

Submitted By:

Ligia Pacheco

Date Signed

05/26/2022

n bolly submilled. May 58, 2012 - 1024: 18

https://www.dtydstaservices.net/dt/es/manorca/app2022am.pt/rpt-C227&prup-7

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

Exhibit A - Project/Program Summary

Application Type	Pools Service		
legal Name of Organizations	Madera Parks & Community Services Dept.		
Name of Project: Madera Schools Nutrici	ion & Repre	ation Programs	
Striad Address/Service Area of Project:	703 k 7th 9 mel		
City: Madera	Zip: 93638		
Amount Requested for this Project:	\$148,500		
Amount of Leveraged Funds Azatlable fo this Project	or _{SII a}		
Mailing Address:		Madera, t A 93638	
City: Modera		Mpx 93638	
Grand Adodnistrator : Marcela Zobliga		Title: Grants Administrator	
Phone: (339) 331-3692		Email: Madera, UA 95538	
SAM Number: System for Award Mara	agement [Fo	irrnerly, CCR J Number	
UTI Number: 701 E 5th St		Federal KIN/TIN Number: 94-6000305	
Program/Project Adudnistrator: Toseph Heacit		Title: Interior Director	
Phone: (559) 651-5126		Rmail: 701 E 50: 50	
Type of Entity/Organizational Structure	City Depar	tmmt/Public Agency	
Brief Project Description (50 Words Max	Ç:The City (FMedera Parks & Community Services	
Department offers progrates and service	es far the se	gior ditizons of Madera, Senfors are	
defined as individuals 55 years of ago ac	al olden Wir	in the COVID-19 pundeanly the congregate	
prost program was changed to a homebound delivered program. With restrictions lifting PCS			
with reinstate the congregato moal progr	สเซ		

CDBG PUBLIC SERVICES APPLICATION

- 1. SUMMARY OF COMMUNITY NIKED OR PRIBLEM TO BE ADDRESSEDs (Describe the community need or problem to be addressed by the proposed program. State how and by teloon the need was identified. One your sources (e.g., ILS, 20% Census Data Table X.) Prior to COVID-19, the City of Madera Darks & Community Services (PCS) Deportment offered programs and services for the seniors of Leens of Madera. Staff is seeining CDIS resources in the amount of \$100,000.06 to support staffing supplies, associated programming covers and the response of two seniors because in Madera is disadvantaged neighborhoods at the Frank Bergen Senior Center and the Parl-American Community Center.
- The requested CDRG building would enable the City to trinstate the following stugratus and services for seniors:
- 1. Sanior Mea, Program With the COVID-19 pandomic, the meal service to congregate sentars and home delivered meals was shifted from City management to the Presco Mudera Area Agency on Aging (PVAAA), DMAAA has been administering) his meal service virue May 2020. As Governor Newsorr continues to life restrictions, staff anticipates to neutron regular programming and services of the congregate sites. This would include providing a notificates and balances meal five days per week, excluding holidays at the City's two senior sites. Additionally, the City anticipates resulting the administering of the Meals on Wheels program which activers seven out titious meals per week, including fresh vegetables/fruits bulls and bread to qualified home bound centers.
- 2. Wellness Programs: (Fitness and wellness programs will be offered throughout the week could include Tail for , Zimoba, chair aerobics, yoga, walking club, core balance and offers. We are planning a series of presentations on cohancing wellness, improving tealthy living and monte health.
- 3 Recreation and Educational Programs Classes in spores, bissing arts & unifes, book club, music classes, cooking classes, social datates, sarasko and a wide variety official excursions and applicabilities Also highlighting, educational courses, Senior Awaren era program prescriptions and much mutte.
- EXISTING SERVICES: List other agencies currently addressing the need or problem described above.
- The (Cry of Madera PCS Department is the rinly agency within the City limits that provides seniors with congregate and home delivered meal services such the heat of programs and activities for the senior population.

https://www.ailydaleaervices.net/citics/madoma/app2022ardiul?rp.: C2438.prop=15.

- Explain how your program supplements or complements existing services without. duplicating them. Not applicable
- 4. Be write the method used to measure the effectiveness (outcomes) of services, identify meaning his goals and objectives. Attach a copy of the program's evaluation documentation. 1. Goal 1: The City will add new local and regional recreational unitedopotional programs for sentions. Participants will self report a greater understanding of their coloring it, and a healthier librately.
- a. Objective 1: the City will provide regional excursions that expuse seniors to artisal roles, i special cultural events, burner y markets and marketplace experiences that promote lifetong learning of the an spirit exposure to various cultures.
- Objective 2: The expursions will provide the scalor with opportunities to socialize, regreisathrough walking, shop for healthy builts and vegetables and produce a better quality of the, 2. Goal 2: The City will expend sheir wellness and educational programs for seniors. Participants will self-report greater for setiatation and wellness as a result of participating in City provided programming.
- a. Objective 1: The City will provide wellness programs for sentors to socialize and make new friends Bas providing a wellness experience that promotes healthier self-esteen. The Ricy will provide a monthly social dance program for seriors to interact and socialize. The art, of dancing is a great exercise activity that amovides greater range of motion movement, hettercalance and a sense of wellbeing.
- Objective 2: The City will patinet with other appearing to educate our seniors durough. presentations on the Elder related topics and issues.
- Goal 3: Increase the amount of not illnes resals served at each of the senior centers c. If gostive I: The City will partner with Presno Modern Area Agency on increasing the number of congregate meals served and documenting the service number by utilizing the inta estarm.
- 5. Mark the box helow that indicates the national objective niets
- Activities Reneliting law and Moderate-Income Persons. 570,208(a).
 - 8 LMA-Area Renefic 570,208(a)(1) Area-wide activities benefit ALL residents in a particular arra, where at least of the people are low and moderate income. The service area of the project must be specifically ldentified. If this objective is selected, upload a service area map that includes all Gensus Tracts and Block Groups served by your project and a calculation of the low/mod-income percentage. Gloc Here to verify Census Tracts and Block Groups for CDRC LMA Service Area Map-CLMU-Limited (Illentele, 570,208(a)(2).
 - Limited Clientele, 570.208(a)(2)(i) As livities benefit low and moderate-income (1.31) persons. without regard to the area being served. At least of the persons participating in the activity must be low and moderate-income, hid date how your organization verifies income eligibility of clients.
 - O Presumed Benefit, 570,208(c)(7)((2) Clients served are primarily and specifically from one of the following groups:
 - C Abused children
 - Battered amouse
 - Ederly persons (62 years of age or older)

 - Illiterate persons
 Migrant farm workers
 - Handicapped inflytiduals
 - Homeless persons
 - Persons with AIDS.
 - \odot Client Document Review, pro 209(a)(2)(ab) Clients provide (ax documents, pay stubs, etc., to verify income. Upload sample worksheet.
 - Income Certification, 570,200g(3)(6)(i) (Theres independently "income certify" on a form. provided by the Granter. This is primarily used for group meetings and not a preferred method. Upload a blank "intake" form.
 - O Limited Clientele, 570,208(a)(201) An activity that serves in terroive material or architectural harriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severely dispolat."
 - Littelted Clientele. 570:208(§)(2)(ii) Microenterprise assistance activity to benefit new and rajeting. mucroente: prises [live or lower employees, including owner telto is a lote-mod person].
 - Districted Clientele, \$70,208(4)(2)(2) A job training and placement and/or other employment support services activity, including but not limited to produpport programs, counseling, child core

https://www.oityde.aservicesineonities/madama/app/02/gro.pi/ret+C243&prop+15

- transportation and other similar services, in which the percentage of law- and modernam income persons assisted is less than under limited directmentances under 24 CFR 570.2088 (2004, (d) and (d).
- OLMH-Honsing Activities. 570 208(4):0) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be occupied by low and maderate-income households.
 - CHMI-John Activities. 570.209(c)(1) An activity designed to minate or relatin permanent jobs where at least of which, computed on a full-time equivalent (PTP) basis, involve the employment of low and moderate modern results.
- C. Shum and Bught. \$70,2000. Activities that aid in the prevent union elimination of shums or blight. For addressing Shum or Blight, mean area basis, please <u>Clock Here</u> for the regulations and criteria.
- C) Trigent Need, 570,208(g) Community development activities leaving acturgent need. This objective rarely amplies and is reserved for alleviating emergency situations such as natural disasters.
- 6. Which measuredo objectives does your program freet?

Nearly all program participants most the low-income enteria. In the care instance where this tainet the case, all program part it paints are sentors and therefore most the qualifications defined by CDEC.

- 1. Objective 1: The program at endance for the areas listed above remain constant or realize up to a 5% increase in caption adjacent services provided ever the grant period.
- Objective Affine average some on well-reporting surveys for life satisfaction will rise SW lever the grant period.
- 7. How will your program meet its goals in one year?

The Serior Services Program goals will be mot by monitoring countily meel consumption and quantity reports. The program will ensure low and modes to income persons are acceiving the meals. Participation sign in sheets are used to monitor the programs and usage for social intersection, reduction and educational programming detailed in this grant application.

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

PMAAA offers grain building to help offset costs of section scrutces programs. As at May 2022 no contract has been signed. Serious may choose to anonymously make vicinitiany discattinis to the program at a suggestion about our of \$2.50/mea. Serious are not denied a metal and City staff does not tipols who discates resources and who does not. The City of Made a Recent Fund provides gap funding to cover the gap between revenues received and as penditures. Staff is researching at her fundationing efforts but pass experiences have modess support of sentor programs is achieved through fundationing.

- 9. Describe in deball all proposed plans for find raising for this grogram. What is the projected net income from fund raising? If not first raising is not increasing, please explain (he specific). Thy shall be recording fundraising opportunities for the opportunities great however, no assumptions are being made about that revenue at this time considering the cagoing impacts of HOVID-19. The Dity's General Fund available to the PCS Department has also decreased in step with a commonic determinant has a rat reconvered.
- 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 infinites, letters and potitions.

Due to the COVID-19 panders in and organized closure of the sector contents, the sector surveys have not been completed for the last year or our rent year. Drug the sector centers and program are reopened program surveys and leadlook if our die uity of Madera Vision 2025 solutionalities will be gathered and oralyzed for program planning as direct result of the dots collected.

- 11. If service is offered outside the Madera city limits, include the list of furthing 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, now is it determined whom to serve? The City of Madera has not previously builton issue with an overflow of clients for the treat.

https://www.citydatuser/loes.net/dllee/medema/app2/022arc.pl?rpt=0243&crcp-15

377

program. There was a wall ast 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 Maddra's scalor residents through comprehensive goal and remediated hydroational programming. Without these senior program, many participants would live in its ation with the guarantee of adequate roundon. The recreation and wellness component provide the apportunity for the senior to have avoid interaction, engagement, improved withing and overall increased wellness. Participants describe the charge in program as their home away from normal ancases to get up each morning. These programs oid in helping them with their everall mental health. These services are mutilificial, educational, and a key factor in Modero senioris social introactions.

14. Discuss your program/a/project's case performance (2015 to 2020). The serior services programs provided by CDRG funding has consistently met program goals are objectives in the 2015 to 2020 timeframe. CDRG funding has aided the City in providing rons of thousands of individual interaction with the community's sociol critisens be to providing a matritious meal, an opportunity to damle or exemise, 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 rore of essential services such as the roral program, wellness and relucational activities. The senior have especies each as the roral program, wellness and returnal to the enderserved members of the source in control to when needing resources and returnal to the enderserved members of the community. While an congregate meals or acmost site programming were conducted during the fiscal FY 2021/2022 during the rings or acmost the senior centers impacted by COVID-19 pandem(e, staff has surveyed to continue to keep in trunch and make gore spripes have all access to resource. City staff has remning out, with wellness calls each week and delivered to their honors's montally wellness baskets.

15. Discuss how your program/omject shall accomment that it provides either a new service or a quantifiable increase to the level of service.

New services will be highlighted in the PCS acomous page, that is updated on a regular ixids. Periodic reporting to inferiod one external CDBC program monitors includes documentation of programs and attendance figures.

CLIENT POPULATION	
L. Indicate the lotal number of potential plicets in the community who require your services.	5,600
Indicate the Total number of Unduplicated Clients you extend to serve during the term of this proposed program/service (12 months).	250
3. If this program was furnised last year, has there been a change in the composition of the target propolation to be served and/or shift in the geographic target area?	O Yes ® Yu
4. Are income criteria used to establish digibility for services? (If yes, attach a copy of the domomentation to establish income digibility by household size and household gries acquait income Acceptable forms of documentation highest two years of fax documents, six months of psychock stubs, six months of checking and savings stabements, extrement accounts, 401(b)(3) or 401K plans, etc.	O Yes No
5. Is a fee schedule used? (If yes, attach a copy of the leg suigdule.)	O Yes ⊛ Vu
Please explain your answer to it3 allines. Limit your response to the space below	

AGE		
AGE 0-5		
6-12		
13-17		
18-34		
35-54		
55-59	30	
612-64	45	
65+	175	
55-54 55-59 60-64 65+ Tutal	250	

CENDER	
Fetnale	175
Male	75
Total	250

Fenial — Headed	
Households	83

https://www.citydataservices.red/blies/maderca/app2022ard.pl?rpr=0243Kpmp=15.

Ethnic Categories*	Clients
Hispame or Latino	175
Not-Hispanic or Latino	75
Total	250

Racial Categories ^a	Clients
American Indian or Alaska Native	10
Astan	20
Black or African American	40
Native Hawallan or Other Pacific	,
Islander	`
White	100
Other	75
Tura!	2.50

"Public reporting burden for this collection is estimated to average 10 infinites per response, including the time for reviewing instructions, scaroling existing data sources, gathering and maintaining the data needed, and completting and reviewing the collection of information. This information is authorized by the U.S. Housing Act of 1977 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development. Fecladeal Amendments of 1984. This information is needed to be in compliance with OME-mandated changes to Ethodetty and Race categories for revording the 50059 Data Requirements to DJD. This information is considered non-sensitive and code rest registre any special pratection.

- Hispanic at Lattno, A person of Cuban, Mexican, Phento Rican, South or Control American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Tatino."
- Not Hispanic or Latino, A person and 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 to any of the original peoples of North and South America (including Central America), and who maintains tribal additation or community attachment.
- Aslan, A person having origins to any of the original peoples of the Far East, Southeast Asla, or the Indian subcontinent including for example, Cambodia, China, India, Japan, Korea, Malaysia, Palestan, the Philippine Islands, Thailand and Victuan.
- Black of Alfrican Armer can A person having origins in any of the black racial groups of Africa, Torras such as "Ibinian" can be used in addition to "Black" or "African American."
- Native Mawaii in in Other Pacific Islander. A person having origins in any of the unightal peoples of Hawaii, Gram, Sanica, or other Pacific Islands.
- White, A person having origins to any of the original peoples of Europe, the Middle East or North Africa.

E, CITIZEN PARTICIPATION:

Proposals should Include evidence of citizen support for authory.

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

Include documentation of support for the processal such as meeting minutes, latters and petitions.

Prior to COVID-19 the City of Wastera curveys sector program participants acrouply and received feedback from participants. Survey results and community foodback data are analyzed, and program planning is implemented to meet the needs of participants as a kined result of feedback data. During the site chasines, staff made weekly wellness calls to participants calls to

- 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.
- T. Freshi Madera Area Agency on Aging (FMAAA)
- 2. SER-SUBP jules for progress
- 3. Madeia County Health Dept.

https://www.citycetaeervices.not/oncs/madorca/app2022arc.p?rpi=02438prop=16

- 4. Semior Companions
- 5. Maziera Police Department
- 6. Community Action Partnership of Madera County [CAPMC]
- 7. Camanena Flealth
- B. Modern Food Bank

F. REFERENCES:

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

Staff will detract references and obtain "Yes" and "Nu" responses for the following

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

Name: Mee Wong	Title:Program Manager
Company/Agenny Madera County Department of Social Services	Tel. Number: (559) 661-8364
EuroT Address: mee.wang@maderaco	unty.com

Name: Peggy Mondibles	Title: St. Lead Case Manager
Company / Agency SERS	Tel. Number: (559) 452-0881
Rmail Address: pregy@sercaliforula.org	

aber: (359) 675-7893

SPONSORING AGENCY MANAGEMENT: CORPORATION DIRECTORS:

How older does the Board meet? 2x /month-

What was the average number of Board members attending meetings last year 7.7. Hased on the bylaws, what is the minimum and maximum number of sents on the Board? Minimum: 9 Maximum: 7

Date of Incorporation: 1907

FINANCIAL:

If additional functions are received, please describe the source, the amount and provide supporting donormentation,

Currently, no there no additional funding

How often are financial reports audited, and by whom? yearly

Are the treasurement/or other financial officers bonded? ● Yes = O No.

If so, not how much? 1,039,000,00

list any Judgments or pending lawauits against the agency or program:

10:the

List any outstanding on ignores:

none

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines needed: 1			
Salaries	\$50,000		\$10,000
Henefits	\$32,000		\$32,000
Cores			30
Subtotal Personnel	\$112,000	\$1)	\$112,000
N	on-Personnel		
Move-In Assistance			30
Supplies & Materials	\$25,000		825,000
Equipment	\$10,000		810,000
Contraunications			\$3

https://www.citydetaservicesinet/attes/mapercarapp/2022arc.pl?rpt=0243&crcp=15

6:7

6/7/22, 4:24 PW

Oty Data Services - Madora

Meetings & Convenings			\$0
Travel & Transpertation			30
Penindry	\$1,500		\$1,500
Consulting			\$11
Evaluation			\$11
Other Littes treeded:			
Subtatal Non-Personnel	S36,500	\$11	\$36,500
Total Personnel & Non- Personnel	\$178,500	\$0	\$148,500
Indineus Costs			\$11
TUTAL	\$148,500	\$0	\$148,500
Propresed # of Peteoris Served:	250		
Cost per Individual	1594		

Attachments
[Upload instructions]
[Checked all achieves a selections represent the submit your application, and your application WILL NDT be able to be submit tell
[Checked all achieves a selection of this above the submit is not consideration when timing your submission of this application. The documents

you need to upload at eichecked below. If you is	emistrato consideration when many your sumission of this apparation the documents are other attachments you would like to include, please check the box and, if Other, identify apload any of the attachments, remean. Marcela Zuniga at 559-661-3692 or deadline.		
Attachment	Link or Explanation for Missing Attachments		
Articles of Incorporation and Bylaws			
Characteristics Chart			
O Non-Profit Determination Letters, IRS & Sta	rte (501.3.c)		
C) Most Recent Financial Statements			
□ Most Recent Audit & Findings, if any			
□ Program Intake Policies			
() Chent Intake Form			
() Evaluation Document			
□ Board Certification			
□ Board Roster			
U Other -			
L) Other -			
Submitted By:	Olga Olivia Saurenio Garcia		
Date Signed	05/26/2022		
_			

2022

Initially submitted: May 26, 2022 - 12 NH 12

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

Exhibit A - Project/Program Summary

Application Type	Public Ser	vice
Legal Name of Organization:		palition for Community Justice
Name of Project: Madera Youth Leading 5	Breet Aut I	roject
Nireel Address/Service Area of Project:	219 S II M	
City: Maderu	Жр: 93631	
Amnunt Requested for this Project:	527.403	
Armount of Leveraged Funds Available for this Project	SU	
Mailing Address:		Madera, CA 93638
City: 559 416-740't		Zip:
Grant Administrator:		Title:
Phunet		Kmail: Maders, CA 93638
SAM Number: System for Award Mana	gement (Fo	rmerly, CCR) Number
HKI Numbert 219 3, D St.		Federal EIN/TIN Number: 77-0391942
Program/Project Administrator: 219 8 D	Street	Title: Madera, CA 93638
Phones		Email: 219 S. J.St.
Type of Entity/Organizational Structure	Von⊕n≆il	
youth ingerher to learn, about each other	y that high and explor	lights neighborhood culture and bringing re the larger world around thom. Street art.
amplifies the power of young people to a	ranslaam D	ie place they live in and allows youth to

CDBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: Describe the community need or pronton to be addressed by the proposed program State how and by whom the need was identified. (The your sources (e.g., U.S. 20XX Census Data Table X.) The Madera Cowntown has been to steady decline since the 80s. The order generation often harkens back to the "good old days" and stay away from the counteren referring to it. devogatorily as "Lintle Triplams" Despute the provious best efforts of the city's redevelopment agency, most of the down love remain blighted. Since the paraproic, there have been more empty storminates and fewer foot traffic. While most Maderans slay away due to the fear of crime, it is still theorem ed by new immigrants and farm workers. Public out has the transformative power in both pride in the neighborhoods while expressing the world-viow of community members, where they come from, what they do and now they connect to each other. Art builds community capacity, empowering and lustering civic engagement through orgative antically expression and collective leadership among the low-income, minority and farmyworker communities. More specifically, storet art has the effect of bridging community values him open time young and old. Furthermore, it facilitates youth engagement especially in terms of supporting them to becoming more positively involved with public space and art, for Madera, many teers are soluted - there is little in terms of program activities. This program expands opportunities to the underserved to express their covalues and artistic visions of the luture of the community that engages, inspires, provokes and lays the groundwork for a more inclusive and equivable City of Madera.

Madera You It headers Street Art Project is creative placemaking and at its best connects community through art in a way that highlights neighborhand talture and bringing yout together, to hear allout each other and explore the larger would around them. Street art amplifies the power of young people to transform the place deep live mand allows youth to recroise transformative agency by rectaining pool is space as a forum to take action for positive change. The progued project brings and and not are to make safe and improve the place where they live it places youth, front and center, as "srewards" of the piace 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, such implemented my youth, and target professionals and extensing provided by MCCI static California Bural largel Assistance, other professionals and extens.

It would provide a your voice that integrates them into public life while providing a positive, supportive and active engagement in the runn unity. It keeps them grounded and gives them a sense of place. (MYLSAP can provide a new in one for all sorts of visual and cultural art and master and other performance on, where students can freely and openly learn and participate

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19

engage in positive change in Madera.

in.) At the same time, I sovigorates the larger community and provides a matthy injection of creative energy that In Amely necessal From the City's perspective, the project hogins to build a healthy community that revitables the impromy of the downtown making it access file, attractive and exciding groundes healthy living lowers crime and increases civic participation and political engagement.

Fire project sective to establish a "public ant space" in downways Madera that well be spearhed. by a could of youth, MYLSAP will at the downlown and as a narross as it were where sundtioned spaces and/or items (e.g., bus shelters, behinkes, preven boxes, garleage receptables, etc.) in powin own Mariora will be targeted to display screen and Ideally, this campaign will be a part of the Gity's revisalization of its described and serve as a beginning effort to create a huli--- a wathering place for youth and denizens from the epstaids of fown to mingle, shop, est, transant services, e.e. Mornover, it will provide a creative space for youth to organs different groups and to be recognized by a wider public audience as a plane that how sinducational and dulfural events and a withouting place that promotes public discourse and the exchange of ideas. The overarrhory corprod is to use artisa the driver that recessors the downtown fabric. restoring A furnier prominence as a power of community activities. The return of foot mattic has the inspect of making the downtown, lively, active, attractive, safe and pedestrian briendly which to but provides with according that translate to Jobs and increased primerty. value. In that contention, figure directions call for networking with the Modern financy Aris. Council along with Mode of Hoffied School District to initiate an "Art Hoff that invites Jocal" youth street artists to do tribute their artiwork, show and full, and provide a platform for other voith to learn and compete and ottors art classes and activities.

In this past year, MCC) install an insural wall first was utilized as a four-mounity bulletin host of that displayed different messages and Diomos that showcased the art work of youth, e.g., Black History Month, Barth Daylerd. The project will continue this format and engage youth form

MUSD, invertile half. Planeer Technical School and other charter schools.

The program will be comprised of two core components. The first component (months, 1-3) will he the planning process and plan preparation, and the second component (months 4-12). will her her plan implementation. Fifteen to been cyllinar youth will, be recruited from the local high schools for this year-long project. (It is auticipated that each event will involve an additional 50 youth from the Eastside Madera.) They will may, biworkly or as frequently as needed. The youth group will be guided by the MOOJ staff contribution (who is an artist) to navigate the technical, political, legal and administrative considerations attending to this project. The project will begin with the hiring all a coordinator and student recruitment in the first monto. These youth will be educated on a locual carge of secres in order to develop a comprehensive plan that is essential to implement the project imaging from training in facilitation/presentation okidas, gathering and analysis of data, participatory action research. and maching a sessment. They will also engage in maintenance addiction leadership development, learn-building and rolational speculating apportunities with adult alies. They will have apportunities to more with public officials and agency staff. An advisory committee may be established consisting of local statesholders. In the second part of the program, the youth will hegic by mapping community assets and resources, only energy many where they learn and listen to the community regarding goals, perception, problems and possibilities of publiciant, write letter to editor and no laborate on news story published in local and smooth nowspapers, prepare a report of findings on a recommendations, bring key stakeholders. together to develop a shared vision, visit six street art sites around the state common research. network with other street aid communities, and consult with local and regional street art experts for technical assistance on spixallic art projects and promoting jobble art spaces. Throughout the project life, there will be reportunities for the youth to reflect and regroup. There will be time scheduled as allow their to reflect on what they be leadned and impact of their experience. Progress activities will be planned and coordinated to a manner that provides a nontinuous loop of feedback shall allows shall to moritor results, effectiveness and impact. The youth wall develop an action plan with goals linked to specific actions. Each goal, will be broken into specific steps assigned to specific inclyiduals. They will establish the time home for the planning process and implementation schedule that links budget and task responsibilities. Further, they will conduct face-to-line /mosting/workshops with stakeholders to review and research suttable sites;" anysis," flesh out problems, issues and concerns, consider budget and resource availability, drive opivision for a plan, develop plangoals, and objectives, generate and evaluate plan aptions and adopt post plan. During the course of these artivities, they will collectively determine common thread issues including site selection, display format, motifs themes and/or cultural symbols, images and/or styled street art-scritting, government, miles of operation, and oritoria for idea selection. They will also participate and exclusing effective communications, outreach and which from fools. The youth wall be transpell in the day to day insponsibility of implementing and running the project under the supervision of the stall coordinator and guided by artish consultarity. Finally, worth will have opportunities to visit other migral sites in pearly communicies.

https://www.citydstaservicesine/cities/madercis/apa2022am.p/?rpt=1042Aprop=13.

2. EXISTING SERVICES: 13st other agencies currently addressing the need or problem described above.

There is a pear, it of youth programs in the City and the noof, was magnified macrified following the pandence when youth were forced to stay at home for over a year depriving them of the very necessary social interaction that is critical in their remitting and intellectual development. Bertanly, there are no art programs offered asved in United instances of school art notwittes and private classes offered a. The Modern Cityle Art Gallery.

MICO projects go beyond doing the critical work in the community to bring about economic equity, social and conformal rustion—it makes to actively engage its constituents to become a catalyst and to actively engage them in facilitating the solution. The proposed project offers a multi-faceted framework that cover the community as the forum for catalyzing new thinking, social interaction, couperative and of aborative activities, real-life learning, and problem-solving in that communion, it convides a context for addressing barriers in the local solution problem, environmental and educational system that concursation their quarty of life, developmental needs and social organizational system that concursation theory.

Youth is an implementational overlocked resources. Too often, the adult world scales to do things for them or to do things to them when they misstep, MCCl's vision is to combine aducation and authors as the correstone of a sustainable community in which you in the their lives consciously choosing actions that ensure a healthy quality of life. Its mission in to harness the not active vision, energy, and calent of youth and to per synthese expressions in ways the rare or laterative and constructive to better the community by providing them with leadership development, educational tools and access to network of responses.

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 20th or is or until all the funds allocated for frameial asstatance to households faring extraines or or tilly shotalities be exhausted. Virially 1: Report and line staff (coordinator and supervisor; Cottoling establish office procedures; Emplement programmatic logistics; develops into hundrath annulant participant to publishes programmatic ordinate referrals.

Vinith 2 through end of program. See clients Monday to Friday from 9 am to E proland by appointments also — intentions, review application requesting financial assistance, counseling and referral. Continue outcoach in nominarily. Use media [III tvision and itadio Silingue] to nutreach to Spanish-speaking families.

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

MYESAP will complement the action in these telth Made, a County Art Council and MOSD art classes. Separately, it will count note its activities with the Taleya Academy, jovenile Hall and Piencer Technical School. The approach is collaboration and not supplanting of existing services.

4. Describe the method used to measure the effectiveness (outcomes) of services, Ideactly measurable goals and objectives. Attach a copy of the program's evaluation documentation, fixed extinsive if measure program automass and process. Program effectiveness will be determined by comparing accomplishments to the stated objective and activities that will be served in an activities that effects and compliance with budget extlaw.

There are important indicators that will measure storresses or ball unest releation cate of over 70% of participants; increase knowledge, confidence and skill in combining research, planning, advocacy and evaluation; clear understanding and core ritinear the project missions 75% of members participate in project activities, events and training, 50% of members participate in college correctly establish stronger relationship with each other and with adult members; development of a core group of members who resonner code while the assigned activities; increased knowledge of current events and local issues in the titig increased understanding skills, and knowledge of schools, must government, public hearing process, and hothers; exceeding appropriation of cooperation and rulls becautions and attendance at least one public hearing. Separately, there will be periodic evaluations by participants and partners on the program and/or activities. These in portain flexions learned will be expected with participants, consequently partners, the organization and board. Process will be evaluated

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dialough quarterly artifeity and hodget reports. Review and updates will be provided by MCCI director to the board monthly.

5. Mark the cox below that indicates the national objective meta-

★ Artivities Benefiting Low and Moderate-Income Persons, 570,208/8;

 LMA-Arrea Benefit 570,208(a)(1) Area-vaide activities heriefit ALL its idents in a particidar 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

C LMC-Limited Clientele. 570,208(g)(2).

- O Limited Clientele, 570.208(a) (2) (i) Activities benefit low and moderate in runs (LMT) persons. without regard to the area being served. At least of the persons participating in the artivity 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:
 - C Abused children
 - C Battered springer
 - Cl Kderly persons [62 years of age or older].
 - Mitterate persons
 - C. Migraat farm workers
 - C. Haildteapped individuals
 - C Homeless persons
 - C Persons with AIDS
 - Cilient Document Review. 570.208(3)(2)(1)(6) Clients provide tax documents, pay stubs, etc., so verify income. Upload sample worksheet.
 - Concome Certification, \$10,208(5)(2)(1)(C) Chirals independently "income-certify" on a form provided by the Grantee. This is paintarily used for group markings and not a preferred method. Optoad a blank "insake" form.
- O Dimited Clientele, 570,200(g(g)); An activity that serves to remove insterial or architectural. barriers to the mobility or accessibility of eldetly persure or of adults meeting the definition of "severely disabled."
- \odot Limited Clientele, $\underline{570.208(\underline{a})(2)(\underline{t})}$ Microentet prise assistance activity to braceful new and existing min member prises (five or fewer employees, including otener who is a low mind person).
- Limited Clientele, 570,208(4)(2)(g) A job training and placement and/or other employment support. services activity, including, but not limited to peer support programs, course ing, child, care, transporation and other similar services, in which the percentage of low- and moderate income persons assisted is less than under limited circumstances under 24 GFR 570 208(8)(7)(9), [a] and (5).
- C LMH-Housing Activities. 570,208(a)(5) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be accapted by low and moderate income.
- \odot LMJ-Jobs Activities. $_{570,208(g)(4)}$ An artivity designed to create or retain permanent Jobs where $_{61}$ Feed of which, computed an a full-time equivalent (FTR) bases, involve the employment of low and moderateincome persuns.
- O Slum and Blight, 570,208(b) Activities that sid in the prevention or elimination of slums or higher For addressing Slum or Highlion an area has s, please Glick Here for the regulations and criteria.
- Urgent Need, 570 205(c) Conmonity development activities basing an urgent need. This objective racely applies and laireserved 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 represtingal services. Enhance the economic well-being of all consens through education and recining Knhaling the quality and use of the physical inflatoracture of Modern. MYTS&P aligns with the following:

Provide health and wellness activities for youth such as teen activity programs and community fed activisies.

Iniciate compaign to increase dewatewn newballzation. Project combines the two objectives to expand opportunities to underserved youth by introducing an Intersection of art and civic eugagement in a planned fashion than brings people together and build relationships in the distributing. The artistic creativity, represents and vision in tandem with collaboration are the hullding blue is to community development and downtown revotalization.

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

PtD8://www.cilvda/searvices.net/cities/maperca/app2022are.pl?rpt=02428prep=15

Staff contributor will vigilarily follow the action plan and activities adopted to ensure that all the gun's are attained. Board will provide oversight,

- B. What figure is resourced in the Contribute ovallable 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 foud raising? If not fund raising is not increasing, please explain (he specific). There are no proposed plans for fund raising at this time. However, if approximations at least to the future, MCCT is committed to pursuing them.
- 10. What was done to receive public input/participation? Please provide details. What did too yubtic input/participation identify? Include documentation of support for the proposal such as mooting minutes, letters and pellicons.

The pandernic resulty immiged blongs down. While it did not initiate a formal survey, through its many different projects at different ventes and its work with other stakeholder agencies and entities in Madean over a number of years, MCDI has been made aware of the dire poor for yorth activities. In its parent classes and resource centers, participants have consistently expressed conserves about the lack of youth activities. In fact, the pandemic lay have the lack of youth activities in the CDy at a time when they were force to stay at norm which contained severely carbothed sectors activities.

There were no neconds maintained that documented this need.

- 11. If service is offered outside the Madera city limits, heliade the list of funding sources and supporting documents, ion/letters of commitment that support these program services. N /A
- 12. When there is an exemble millions, how is it determined whom to serve? The project is designed to be flexible, been geffort 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. District your program's/project's successes.

MOOJ has been receiving CDBG funding since 2001 For different graph is 11 has neceived final organization projects in the last conyears. All of the CDBG funded programs over chose years were successfully completed. In 2017, it receives a grant to initiate a public of Space to downtown Madera. As it relates to the correct application, Madera Youth Leaders have engaged in an under of art projects including 1) a tribute to 9/11 ("took linck in tribute, go forward in under"; 2) Cesar Chavez Day telepration at MISO; 3) "Paint Dutenhown" Interactive exhibit at 6th Timers Day in the paths 4) wall mintal 176 N. II SU; 5) If add Lives street mural at rank address; and 5) "Wa Are Che" mural exhibit correctly installed at the Chele Art (a.T.ev) (https://www.xyoutube.com/watch?v=PR5vSqwCS(r), See plusto attachments of the aforementioned.

14. Discuss your program's/project's past performance [2015 to 2020].

MCCI has been receiving CDDG bunding since 2001 for different projects. It has received funding for its youth projects in the leatuer years All of the CDBG funded programs over those years were successfully completed. In 2017, it received a grant to intraste a public art space in downtown Madera. As it makes to the named applied from Madera Youth Leaders have engaged in a number of art projects in cluding: 1) a refinite to 9/11 ("Look back in tribute, go forward in unity"; ?" Cesar Chaves Day celebration at MBSD; 3", Fraint Downtown" interactive exhibit at Old Timers Day in the park; ?] well in and at 126 N. B. St.; 5) Black Lives screet record at same address; and 6" We Are Green mural exhibit currently installed at the Circle Art Callory [https://www.youtuhe.com/watch?v=PkSvSqwCXco]. See photo attachments of the afterward formed.

Back in 2017-8, NOLI spacesared Accalo Madera, a public art space that hosted monthly events. (Tunded by COBE) Each event was attended by over 100 participants/attendeds. Additionally.

https://www.chycalasarvices.net/cities/maderce/app2022aru.pl?rpt=C242&brcp=18

one middle without and both high school classes participated. In its Black Loves Matter sheet initial (2021), the buth participation respected (50.1) its 2071-22, the events (paint parties) averaged over 75 guardineath. Seatletts of the community regularly go by the wall mural that was install to see the crit work. Sheet and is very constant inter generationally but especially the younger population. One local afficial recently commented that the normer of 5th and 8 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 number summary of activities/services undertaken.

CLIENT POPULATION		
 Indicate the total number of potential elients in the community who require your services. 		250
 Indicate the Total number of Unduplicated Clients you intend to serve during the term of this geoposed 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 are ??		
4. Are income criteria used to establish eligibility for services? (1) yes, alloch a copy of the documentation to establish income eligibility by boasehold size and household gross annual income. Acceptable forms of discrimentation include two years of the commentation six months of psycheck stubs, six mostles of checking and savings statements, retirement accounts, 401(b)(3) or 4018 plans, etc.		
5. Is a fer schedule used? (If yes, attach a rippy of the fee schedule.)	C Yes ® Nu	
Please explain your answer to 93 nanor. Limit your response to the space below		

AGE	
AGK 0-5 6-12 13-17	335
6-12	50
13-17	155
18-34	:0
35-54	
55-59	
60-64	
65+	
Total	250

GENDER	
Female	153
Male	100
Ti.1al	2.7.3

Fernale-Heide:J	
Households	21

Ethnic Categories*	Clients
Hispanic or Latino	133
Not-Hispanic or fatino	73
Iotal	250

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	1
Illack or African American	1
Notive Hawaiian or Other Pacific Islander	
White	4
Other	18
Toxal	25

*Public reporting harden for this collection is estimated to average 10 minutes per response, including see time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and conglesting and nev eaving the collection of information. This information is authorized by the U.S. Horsing Act of 1937 as arranged to looking and Orban Funal Recovery Act of 1983 and Horsing and Community Development Technical.

Amendments of 1984. This information is needed to be in compliance with IMMS-manufaced

https://www.cilydateservices.net/dities/matierca/spp2022arc.pl?rpt=G242&crap=13

changes to Ethnicity and Race categories for recording the 50059 that Requirements to HUO. This information is considered non-sensitive and does not require any special protection.

- Hispanion of asino. A person of Cuban, Mexican, Puerto Rican, South or Coutral American, or other Soonish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanio" or "Latino."
- Not Hispanic or Latina. A person not of Cuban, Modean, Poerro Rican, Soura or Crotral Arms can, or other Spatish culture or origin, regardless of rare.
- American Indian of Alaska Native, A person having origins in any of the original peoples of North and South America (including General America), and who including tribal additation or community attachment.
- Asian, A person having origins to any of the original peoples of the Far East, Southeast Asta, or the Indian subcontinent including for example, Cambotio, Chino, India, Japan, Korea, Melaysta, Pakiatan, the Philippine Islands, Thailand and Vietnam.
- Plack or African American A person beging or pins in any of the black cachal groups of Africa, Terms such as "Hathan" can be used in addition to "Black" or "African American."
- Native Hawaiian or Other Partite Islander, A person basing 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:

Procusals should include evidence of altizen support for activity.

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

include documentation of support for the proposal such as invertiganinates, letters and nections.

Through its youth work even the years beginning in 2001, MOO has learned that there is a real demand and extraction by yours to show and In she out events it has spotsored in the past 5 years, they have all point well attended and youth have overtebeloungly participated in making them a sucress.

No records kept.

2. Note complaints that have been received, etc.

3. Provide evidence of collaboration with other agencies within the community. MC II has collaborated with the Madera Art Gallery in 2021 that was shownessed as "We Are One!" It concludes to be in conversation with the council land by extension the Madera County Art Council Jabout joint activities. It has a so collaborated with the art classes at various schools in the activitie district.

F. REFERENCES:

Please provide the name, tidle, correcting/agency, phone and email address for three references.

Staff will contact reterences 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 its Modera?

Name Eddie Occupyo	Pitle: Director
Company / Agency Self-Help Hotaling	Tel. Number: 559-802-1683
Email Address: FocieO@sHthelpenterjo	dses.org

Namix Ала Кеlеңізіг	Title: Principal
Company /Agent y Rippercan Community School	Tel. Number: 559-674-0059

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Email A2dress: ararkelegian@maderausd.org

Name: Mattle Mendex	Title Executive Director
Conspany/Agency CAPMC	Tel. Number: 559-675-5749
Entitl Address: immendex@maden	ACTITUTE.

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS:

How often does the Board meet? mouthly

What was the average number of final dimembers attending proceings last year? 6 Based on the bylaws, what is the minimum and maximum number of soats on the Board?

Minimum: 4 Maxhaum: 14 Date of Incorporation: 1994

FINANÇIAL:

If additional funds are received please describe the source, the armount and proying supporting documentation.

N/A

New oben are financial records audited and by whom? Inenally

Are the treasurer and/or other financial officers honded/ 🗇 Yes – 🐠 Air

If so, for how much?

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

Nano

List any outstanding obligations:

Name

Budget Line Item	Madera	Other Funding	Program Tutal
Porsonnol lines needed: 1			
Coordinator	\$17,160	80	\$17,180
Benetits	81,568	80	\$1,565
Taxea	\$980	80	\$920
Subtotal Personnel	\$19,705	50	\$19,705
Ni	pr-Personnol		
Movie-In Assistance			St
Supplies & Materials	\$1,779	30	\$1,778
Equipment			Se
Communications	1420	Sú	\$420
Meetings & Convertings	\$1,200	St	11,200
Travel & Transportation	1900	St	\$900
Training			50
Consulting			50
Evaluation			St
Other Lines needed:			
Subtotal Non-Personnel	\$4,298	50	\$4,298
Total Personnel & Non- Personnel	\$24,003	80	\$24,003
Indirect Costs	\$3,400	50	f3,400
TOTAL	527,400	50	127,403
Peoposed # of Peosins Served:	250		
Cust per Individual	\$110		

Attachments

Deload Instructions

Checked attachments polow are REQUIRED in order to submit your application, and your application WHL NOT be able to be submitted with missing required attachments! Please take this into consideration when thorng your authorisation of this application. The documents you need to uplead are checked below thyou have other attachments you would like to include please check the low and, if Diber, identify the Attachment in the hox. If you are mable to uplead any of the attachments, contact Marcela Zunga at 559-661-3692 or many cagnitude and account of the dealing the please of the structure day prior to the dealing.

Attachment

Articles of Incorporation and Bylaws:

Organization Chart

Link or Explanation for Missing Attachments

artofineorp.psf arg_chart_k adf

https://www.ctydataeervices.net/cities/magercaragp2929arc.p?rpt=0242&orcp=13

8/7/22, 4:24 PM

☑ Non-Profit Determination Letters, IRS & State (SDL3.c)
 ☑ Most Recent Financial Statements
 ☑ Most Recent Audit & Findings, if any
 ☐ Program Intake Polities
 ☑ Clare Intake Polities

Client Intake Form.

O Evaluation Document

Board Certification Board Roster

☑ Income Cortification Form

🚨 Other-

Spirint thed By:

Baldwin Moy

City Data Services - Madera

2022income, uideline, "d"

Program intake policy to be developed WYL_Application dock

V/A MCCJ Board Cert 5-25-22 CDBG Application for City 0332 001,cct Board of Directors List 2022,doox

irs_501c3.pdf 2022-bud.jel.o.ff audimocj?1.20

Date Signed

05/25/2022

[hilledly summatives: May 2n, 51Ma – To 34 Mz

https://www.citydstaservices.net/cities/macerce/app2022ara.pl?ip:\=C242&prop=15

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE DISTRICT DIRECTOR 2 CUPANIA CIRCLE MONTEREY PARK, CA 91755-7406

Data: MAY 3 0 1995

MADERA COALITION FOR COMMUNITY SUSTICE P.C. BOX 917 MADERA, CA 93639 Employer Identification Number: 77-0391942 Case Number: 955068145 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 Pegins: August 31, 1994 Advance Ruling Period Endo: June 20, 1999 Addendum Applies: No

Dear Applicant:

Sased on information you supplied, and assuming your operations will be ossuated 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)(5).

Recause 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 SC days after the end of your advance reling 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)

MADERA 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 lost 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 add 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 amond 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 Hable 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 subtmatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let up know.

Romons may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Boquests, legacies, devices, transfers, or gifts to you or for your use are deductible for Federal estats and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Denote may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Theket 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 Cumulacive Bulletin 1967-7, 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 Exampt 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 \$35,000 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 310 a day when a return is filed late, unless there is reasonable

Datter 1045 (CC/CG)

MADERA COALITION FOR COMMUNITY

cause for the dolay. 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 renalty if a return is not complete. So, please he sure your raturn 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 entored 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 it section 500(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 modiceed 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.

Lember 1045 (CC/CG)

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.

Bincerely yours,

Richard R. Orosco District Director

Enclosure(s): Form 872-C

Letter 1045 (EO/CG)

July 1, 2021 through March 9, 2022

	Jul 1, '21 - Mor B, 22
Ordinacy income/Expense	
070 · Grants	1,226,278,77
Total Income	1,224,278.77
Change of the Control	The state of the s
CHOSE PTOTE	1,728,278,77
Expense	
350.59 · Office oxpenses CCFP	12,565,00
350,53 - Office expenses VEC program	00:06
350,68 - Utz Hotlay Relief	2 500.00
350,67 - CRico expurses Focus dipo UW	14,845
550.53 · ORALE program	1,281.46
117 - Salany-Grant synfitter	41,750.00
350.14 · Office Exp CDBG-14	5,825.00
QIQA - AQIQ	00.00
100 - Payroll	183,502.28
191 - Salary-Parent Leadors Program	2,735 50
-	5,996.50
105 - Salary-Office Manager	2,200,00
116 - Salary Food Share Pick Up	6,008 25
50 · Banefits	3,726,72
52 - Payrell Taxas	17,634.50
200 · Inscrince	2,582,25
250 - Communications	RF 4579,1R
350 - Office Expense	42,235,13
BOOK PROPERTY DESCRIPTION	1.135.75
400 - Florid	39,069,72
402 - UtiMilas	43,407,40
550 - Trinvel	3,464.58
700 - Contractors	160,923.92
760 · Food	18,665,84
971 Licentens and Periodica	100.00
Total Expense	1 127,947.93
Net Ordinary Income	95,330 BA
Next in cooper	and had the
	PRINCIPAL STATE OF THE



	Madera Youth Leade				
Tull Name:					*
Last	First		$M.I_{\odot}$		D.O. B
Contact Info					
Primary Phone *		G	ender:	Fema	ılc
Secondary Phone 9				Male	
Email	School Atten	ding		Grau	de Levei
Are you currently receiving or oligible:	to receive the free school lune	h program?	Y	es	No
Address: Street Address				Aparti	ment/Unit #
Сиу		S	tare	Zł	P Code
Professor way to contact you (select be:	st option)				
Cell Phone Home Phone	e L-Mail [Çal	<u> </u>	I	Text
Emergency Contact:		Phono	=		
		Relation	stip		



Mother's Full Name:				
	Last	First	M.I	Mother's Education
,				
Father's Full Name:				
	Last	First	MI	Father's Education
Family Mor	ntily or Yearly incom	e (please Indicate which)		S
Family size				
Family Typ	pe (select the one tha	l best applies)		
Dwn Parent	home (lockeding step	-pareuts)		
Living with	Returive			
Single Mod	her, responsible for th	a care of dependent children		
Sängle Fath	er, responsible for the	care of dependent children		
Enster Care	1			
Other				
When aske	d to describe your	race or ethnicity, linw do you	identify your	gel ?
Ате уоц от	any member of ye	our family part of an indigeno	us group? If so	, which tribe?
Do апу те	mbers of your fan	nily speak a language other tha	nn Spanish? If	so, what language?



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.

space teel 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 exteer path do you plan to follow after high school/college?
The state of the s
What issues are you interested in? Select all that apply
Gang Prevention Teen Prognancy Provention Air Quality Food Disparity
Community Organizing College Preparation Community Engagement
Cultural Traditions Health/Nutrition Relationship Building Bullying
Objectives and Responsibilities

Annual Action Plan 2022 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 MYI, 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 call please step out to the next morn.

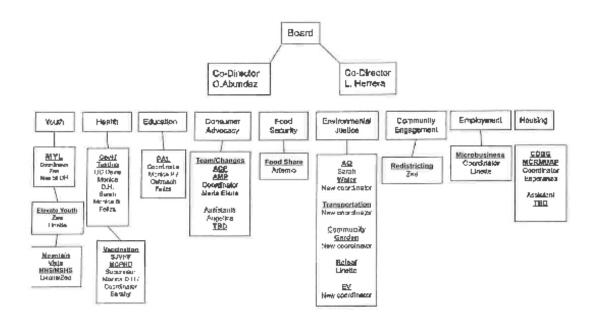
Everyone should arrive on time - It is important to be punctual so we respect everyone's time.

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

81.7

for Community

219 S D

P.O. Box

Street

Justice

Madema, CA 93638 Phono: (559) 661 1879 www.mademacol.org

Fax: (559) 416-7401 maderaccj@yahoo.com

Board

Con

of Directors

2022

President: Idlia Alamia Director: Lourdes Herrora

Vice-President: Raquel Rodanke

Ofe is Abundez Scorelary: Suc Korn Treasure: Otarn Javiac

NAME	ADDREŞS	PHONE #	YEAR ON BOARD/SINCE	OCCUPATION
Sue Kern	P.O. Rox 580 North Fork, CA 93643	(559) 877-5800 H (559) 457-2132 W (559) 349-3777 C	30 years Has served since 1992	FamAss
Raquel Hodarte	10784 Juanita Dr Madera,CA 93636	(559) 673-2661 II (559) 908 8447 C	25 years Has served since 1997	Retired Teacher
Laura Hadjis	P.O. Box 1283 Madera, CA 93639	(559) 673-7037 H (559) 974 4212 C	16 years Has served since 2006	Retired Migrant Counse
Lifia Alaniz	2/137 Parkwood Ave Madera, CA 93637	(559) 363-3730 C	9 years Hos served since 2013	Instructional Assistance
Estevan Gutierrez	1808 Sundance In Madera, CA 93637	(559) 397-1023 C	4 years Hos served since 2018	Program Coordinator DHF
Ana Hodriguez	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 \$ 5treet Madera, CA 93637	(559) 718-6335 C	4 years Has served since 2018	Medica Consultant
Cmair Javaid	17149 Road 400 Madera, CA 93636	(559) 706-0808	1 ½ 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

Hrmarary-<u>Gloria Medina</u> Legal Counsel-<u>Baldwin Moy</u> P.O. Box 1115, Madera, CA 93638 (559) 279-9014 Calif. Rural (.egal Assistance 126 N B St, Madera, CA 93638 (559) 674-5671

2022 Income Guidelines

	125%		200%	V6
Family Size	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 Ser	vice		
Legal Name of Organization:	Madeca Coalition for Community Justice			
Name of Project: Madera Rental Assista	nce Project	(MRAP)		
Street Address/Service Area of Project:	219 S D st	219 8 D st		
Oty: Madera	Zip: 93638	3		
Amount Requested for this Project-	58€,825			
Amount of Leveraged Fonds Available for this Project:	sa sa			
Mailing Address:		Madeta, CA 9363B		
Tig: 559 416-7401 Zig:				
Grant Administrator : Baldwin Moy		Title: Grant manager		
Phone:	Email: Madera, CA 9363B			
SAM Number: System for Award Man-	agement (Fo	rmerly, 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: 559-674-3389 Rmall: 219 & D St.				
Type of Entity/Digunizational Structure	e Non-Profit			
Brief Project Description (50 Words Max	c):În the afte	mostly of the paudemic moratorium and		
the explication of the State's Housing is h				
		ome is not keeping pare with the spiking		
lanst of living MRAP will help stent the t	Ілсправо ілі в	wiction and homelessness by tiding them.		

COBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMINITY MEED OR PROBLEM TO RE ADDRISSED: (Describe the community need or problem to be addressed by the proposed oring sen. State how and by whom the need was identified. (If a your sources (e.g., U.S. 2003 Census Pate Table X.) There is nothing more devastating to a family than being be neless because It disripts every approach the day-to-day lives of large number at residents suddenly becoming the descabilisting for a community chain in never darge number at residents suddenly becoming becoming switch in breating especially given the arrest static brazing stock. There is the obstons health and safety languages posed. But successes been in building up long helice the actual exaction causing an increase in domestic violence, shift and se, drug and allochol classe which take a frightful tail on families. As such, it is fee a ext pressing entergency used in Madero even more so than food around y. The ten and because of the May 2, 2022 addition of the Resmo exact Presmo tops CA. Os on more thermonth rise in apartment reals? The same can be said shout Madera by intentioned.

The need for alterdance liquiding has been documented in the intal jurisdiction's horsing planand ITUD Consult dated Flor for multiple decades. This is also reflected in Madera County and Conwidit fa's planning pagaments. The need has become more acute with each stoccoding year. as families looking for bousing outstrip the production of new housing. Tids reached crises proportions with the robert of COVID. Even though the threat of LOVID has receded, the spinion of rising homologoness continues as existential threat not votastanding the fact that the letteral CARLS At LLW II helped sowed off massive exictions by providing a temporary reprieve. In the post six months the landlands have launched a finital assault against AB 1482. is new capitry directoryencing the law. Thus, once again, we are witnessing more and more terants struggling with tent payment simply because their wages have not kept up with the even increasing cost-of living. As a consequence, many families are teetering on the brank of homelessness, experiencing transitory homelessness, overcrowding and/or overpaying for howing. Moreover, since the heginiting of 2022, there have been a deluga of cytotions. The need formental assistance in the City of Madera is a vast understatement. Overcombing goal of Madera Rental Assistance Program (MRAP) is to keep families facing loss of lanking housed whether by keeping them in their current housing and failing that, putting them in new housing. In that connection, a secondary goal cusuring that their will its areuninterrupted. Programs rules will be put in place and implemented to ensure that the boxts. are conserved, safeguarded and judiciously managed in order to maximize the purpher of families assisted.

https://www.ditydecaservicea.net/cthcs/medicroa/app2022arc.pt2;pt=t0:418prcp=12

1/9

ever during periods of hardship.

 $\mathbf{Z}.$ 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 post June to help tenters and homeoveners to help them with their nousing and utility payments. The group aminopen to all county residents up to 1549% of average moder moderness. Both MCC Jund CAPMI hold contracts with the County to assist in qualifying applicants and dishursing the funds. The fanding comes from the American Restate Plan Act. Due to the American depends and generates rules of the program, it is auticipated that to its world 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 cont. However, the amount is approximately \$400 and in the case of the latter unity migrant families are eligible. Suffice it to say that the pool of rental assistance for non-COVID imported tenants faring eviction is small and totally inadequate.

Madera County Department of Social Services provides welfare recipients facing limitiment eviction with the first month's rent and security deposit. However, this is confined to families or profic assistance and most are tonants are not receiving tash assistance or eligible due to logal status. More importantly, this fact is provided after the fact and not to keep families from losing their housing in the tirst instance. The fact of the matter is that it is near impossible to find now housing once evicated notwithstanding availability of first month's rent and deposit.

3. Explain how your purgram supplements or correlements existing services without displicating them.

If will supplement existing services.

To the extent that MCIT will be assisting partities analyte to pay cent, murigage and/ar attition in the forthcoming fiscal year, the proposed Madera Bental Assistance Program will seamless by work in tandem with the existing proposition. Here programs are a checking per year only. For working families living on the margina, a let can happen in 12months. It's predictable that they will encounter financial hardships.) WRAP offords MCO the flexibility to assist tenant families by resorting to yet another resource. Additionally, MCO operates PG&E is 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. Purther, staff will refer home-owners who are behind in marriagage payments to California Runa Legal Assistance that Assist in ham modifications. Still further, as it dispreviously, MEAP will be able to continue ecunseling amen families about employee sick pay due to COVID (SB 114), other rights and various in cour implanement appurer infrase making it a belistic grogram, i.e., one-stop shep.

WRAP will do the following:

- Assist families for log eviction due to nonpayment of rent which are not COVID related;
 Accounts will yarry between \$300 to \$1500.
- Households easking assistance will be provided with and requires to complete an application and furnish supporting documents. As a polications will be received to determine the area of their replaces and amount of assistance granted. Decision whether to issue a grant and the arrow, will be completed within 48 hours. All payment dishused will be made to the concertee, builded I. S. affect meestigate to verify information provided.
- Staff will conside out reach to publishe the program to residents of the City of Madera,
 dirough its community networks and remain, he assistance of book agencies, not profits and
 fail, institutions to refer clients in meet. Staff also utilize for all media (e.g., Madera Tribose,
 Radlo Bilingue, Univision, etc.) as well.
- Services will be provided during outliess tours on a daily basis from MCCLs office in few move. Moneral frem armed to which intake will accur will be in-present by phone, digitally be virtually depending on the State and local protocol governing CCVID-19.
- If applicable, information, assistance or referral to Dausing is Key.
 All avolutions code on foreign lessions as will be supposed along the
- All applicants seeking financial assistance will be counseled on the availability of other resources, financial assistance benefits, rights & job protections, and services to costal the distressed families in more than just preventing existance and untity shutoffs. (K.2, 100, MP paid or unjust leave (California Paid sick Days, Family Medical Leave Au. & California Panily Rights Act); private and government rollef funds; housing rent deferment and murityage forbeatance programs and murgation options; health advisory; local foul distribution and free most sites, etc.) Also, immigrants will be informed about eligibility for various public programs.

Program Protectol

Maximum monthly rental assistance of mortgage payment is \$1000 per households. Allowable newtonics \$3000.

nttps://www.ertydenaservices.net/elijes/medense/npp2022ens.pi?/gt=0241&prop=12

2/8

Bligitility

- 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 aconading to HUD income guidelines.
- Applicant families who have been content on currently without housing are eligible for first month's rent and serurity decreal of up too maximum of \$15.

Applicant who formerly fixed in a household that received financial assistance under this program (rem, mon gage and/or will Lest will be fixeligible to orquest assistance in his/her own stead. (MCC) reserves the right to allow for hardship exceptions on case by ruse hasis.)

- Financial assistance alloweb e for obtaining new housing not resulting from eviction.
 Assistance amounts
- Maximum munifily rental assistance is \$1000 per basishold. Grant will cover as many renoths as allowable per the maximum of \$1500.
- Roch handehold is all gible to request assistance once.

T^orne period

- An financial assistance payment allowed that precate [r/y/1, 2022.
- Any retrospective application of financial positioner invarid a month prior to July 1, 2022 is not allowed. (MCL) reserves the right to allow for narrising exceptions on case-by-case basis.)

Facin application will be rated based on the hillowing priorities in no particular order other. Thus assuming that affected families remain bound and with essential services.

- Payment of assistance will stop the eviction process and allow the family to remain in the home.
- Applicant has explored the potential of entering into repayment plan to extinguish arrearages in order to reduce the modulit of assistance payment needed.
- 3 No current income and/or savings
- 4 Elicationed of re-range dyment on future employment or receipt of other income sources.
- 5. Ingligible for beloral stirculus or state foods.
- 6. Ability to come up with matching funds to reduce the amount of assistance needed.
- Likelihood of accress in remaining housed or finding new housing if assistance is provided.
 Imminent of lass or housing.
- 9. No other visible up into available. Applicants are required to take advantage of other options. This is a program of Latinesort.
- 10. Pirst corre, first served.

Timpline: This program will continence once it is funded which by aminimated to be the beginning or early June and it will continue until June 80th or in or until all the Louds allocated for dimensial mass-same to households facing evictions or utility shutolis are exhausted. Vanish I: Repartit and lare staff (poordinator and supervisor) training establish of the percedures; implement programmatic logistics; develop both brothing countries an autreach to publicity program and coordinate referrals.

Virially 2 through end of programs See clients Monday to Friday Ironi 9 am to a par and by appointments also — interview, review application requesting financial assistance, counseling and ordered. Continue outreschin, community, Use media (Heisrisian and Radio Bilingue) to outreach in Spanish-speaking families.

4. Describe the method used to measure the reflectiveness (outcomes) of services. Identify measurable goals and dejectives. Artach a ropy of the program's evaluation documentation. Svaluation will measure program excornes and process. Program effectiveness will be determined by comparing accomplishments to the scated objectives and activities that will be set for thin an action plan. Important criteria for other completion of tasks, strainment of goals and compliance with budget outlay.

There are important indicators that will missure the number of applicants reached and served. A scoring rubric will be developed to allow shall be store each application to determine award of grant. Information to one such application will be entered on to a fally shoot review by program manager and provided to the Gity applicacyment for purposes of ongoing monitoring of program.

- 5. Mark the box below that indicates the national objective most
- Activities Benefiting Low and Moderate-Income Persons. 570 208(a)
 - LMA-Area Benefit, 570,200(μ)(); Area-wide an ivities hereli. Δ. Liresidents in a particular area, where at

https://www.ertydataservices.net/b/desurraderca/apig2022arc.p/?gt=0.241Aprop=12

39

least of the people are low and moderate income, The service area of the project must be specifically identified. If this objective in whether, uplow 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. Glock Here to verify Causus Tracts and Block Groups for EDSG LMA Service Area Map

CLMC-Limited Clientele, 1/0/208(a)(2)

- O Limited Clientele, 570.208(a)(2)(i) Activities beneal if ow and moderate innorms (LMI) persons without regard to the area being served. At least of the persons participating in the activity must be how and moderate-income. Indicate how your organization verifies income eligibility in clients.
 - Presumed Benefit, 570 208(2)(2)(92) Citents served are primarily and specifically from one of the following groups:
 - C. Absised children.
 - C. Batterral agouse
 - O Edenly persons [67 years of age or older).
 - Oll Hiterate persons
 - O Migrant farm workers
 - O Handicapped individuals
 - O Horacless persons
 - O Persons with AIDS
 - \bigcirc Client Document Heriew. <u>570.208(a)02 (g/a)</u> Clients provide tax documents, pay stubs, etc., to verify income Hipland sample condeshed.
 - Of Income Det diffication, 570,208(a)20(05); Clients independently "income-certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Optood a blank "intake" form.
- Himited Chentele. 272.273(22)() An activity that serves to remove material or architectural barriers to the mobility or accessfully of shierly persons or of adults meeting the definition of "severely disabled."
- Limited Clientele. <a href="https://doi.org/10.1001/j.jps.1001/j.ps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.ps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.ps.1001/j.jps.1001/j.ps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.jps.1001/j.
- Dimited Clientele. 573,299(2)(2)(2)(4) A job training and placement annion other employment support services activity, including but not limited to peer support programs, nannarling, shill rand, transportation and other similar services, in which the percentage of they and minimate income persons assisted is less than under limited circumstances under 24 (3/8 570,208(4)(4)(4)) [a] and (b).
- CLMIT-Bousing Artivities, 570.208(4)(2) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completten, will be occupied by low and moderate-income households.
- © IMJ-jubs Adivities. <u>570.208(a) the Amartivity designed to create of retain permanent jubs where at least of which computed on a Juli-time equivalent (FTE) basis, trivolve the employment of low and moderate income nersons.</u>
- O Sium and Blight, 570,205(a) Activities that aid in the prevention or eliminatum of slucus in blight. For addressing Sture or Hight, or an arm basis, please <u>Clock Here</u> for the regulations and cilienta.
- ** Urgent Need, 570,205(c) Community development softwities having at urgent need. 77ds objective rurely applies and is reserved for otherwising emergency situations such as natural disasters.

4. Which measurable objectives does your program need?
Low to moderate-income citizens tyll have unless to sale, decont, and a furble or housing

Provent and reduce homelessness.

7. How will your program much its goals in one year? Given the mondest amount that is requested in the face of the high demand, it is undisipated that the finds will be quitely exhausted. The program will continue to operate to assist other tenants for inglewintion by course ingland making referrals to other resources. There are no other resources.

Staff contribution will viig lantly follow the action plan and activities adopted to ensure that all the goals are attained. Bound will provide overeign

II. What Triancial 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.

https://www.prydetaservices.net/dilles/hiaderca/app2322arc.pl?rpt=0241&prop=12.

4/B

N/A

- 9. Describe in detail all proposed plans for find raising for this program. What is the projected not income from fund mising? If not find mising is not increasing please explain (to specific). There are no proposed plans for fund caising at this time. However, if opportunities arise in the former, MCCI is contain then to gui soing them.
- 10. What was done to receive public input/participation? Pieses provide details. What did the public input/participation identify? Include documentation of support for the proposal such as meeting minutes, letters and potitions.

The pandentic really tamped things down in terms of box-to-face meetings. It has received comments from its constituent families in its parent kaderakin classes, preschool, and other service programs. While it did not initiate a formal survey, through its boxby different projects at different sites and its work with intensity denoted agenties and encodes in Madera over a marbor of years. MCCI has been page exame all the directioning needs especially now which they have been ratcheted up due to the hardenic framial these different sources. In that regard, the fear of evictions and of itily should cascading in the months alread has been a real pressing concern.

There were no remarks mainly mixt dual documented this beed.

- 11. If service is affered outside the Madera city limits, include the hat of finding some examples inglineonsentation/letters of commitment that support these program services.
- 12. When there is an overflow of class, know is it determined whom to serve? Every clean will be into viewed, II they are not edge the orditerwise no tecching 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.

VCOI has been rice ving CDBs fanding since 2001 for different projects. It has received fronting for its youth projects to the last ten years. All of the CDBs bridged programs over those years were successfully completed. In 2017, it received a grant to initiate a public art space to the current application, Madera Youth Leaders have engaged in a number of act projects Instituting: I) a tribute to 9/11 [Purok hack in tribute, go forward in unity*; 2) Clear Chaves Day colebration at NUSD; 3) "Paint Doventown" interactive exhibit at Old Times's Boy in the park; 4) wall murd at 176 N, 5 Su, 5; fillack Lives stress murd at some address; and 6). We Are One* mural exhibit currently instalted at the Livele Art Gallery (1 tips://www.youtube.com/watch?v=PkSvSqwCX.o). Suspiciolat address of the chinemen tioxed.

14. Discuss your program's/project's past performance (2015 to 2020). MCGI has been receiving CDBC tanding since 2001 for this been projects. If the energy each III has received funding for its years are not be CDBC-fooded programs over those years were successfully completed. In 2017, it movined a grant to initiate a public art space in downtown Madera. As it relates to the common application, Madera Youth Leaders have engaged in a number of art projects including: 1] at white In 9/11 (Thook back in tribute, go forward in unity"; 2) Cesar Chavez Day colebration at MHSB; 3) "Paint Downtown" interactive exhibit at Old Timers Day in the park; 1) wait in und at 126 N. 8 SQ 5) Black Lives street mural at same address, and 6) "We Are One" mural exhibit commonly installed at the Circle Art Gallery (https://www.youtube.com/wait-F7v=PESvSqwUXIo). See photo attachments of the aforeactioned.

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 with he kept of all participants and running summary of activities/services under also.

CLIENT	POPU	LATION

https://www.nitycataservices.nevicities/naderca/aup2022aro.pl?rpt=09416pmp=12

551

 Indicate the Lutal number of potential in tents in the community who require your services. 		250
 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 charge in the composition of the target population to be served and/or shift in the geographic paget area?	O Yes ⊛ No	- 1
4. Accintome criteria used to establish eligifality for services? (if yes, attach a cripy of the documentation to establish income eligifality by bousehold size and howevhold gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	® Yes ⊖ No	
5. Is a his schedule used? [H yes, attach a copy of the fre-schedule.]	O Yes ® No	- 1
Pieuse explain your answer on #3 ahovo. Limit your response to the space below		

AGE	
G-5	15
5- 12	10 50 60 50
13-17	60
18-34	53
35-54	41
55-59	10
50 64	
55-59 50-64 55- Potal	
Total	250

GENDER	
Persicle	140
Male	1.10
Total	250

Permit e-Hearded	
Households	60

Ethnic Lategories*	Clients	
Hispande or Latino	100	
Not-Hispanic or Latinu	70	
Total	250	

Racial Categories*	Clients	
American Indian or Alaska Native		
Asian	20	
Black or African American	30	
NaLive Hawa ian or Other Pacific Islander		
White	48	
Other	152	
Tinta.	250	

"Public reporting hurden for this collection is estimated to average 10 minutes per response, including the Erne for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completting and reviewing the rollection of information. This information is authorized by the US. Housing Acc of 1937 as amended, the Housing and Orban Rural Recovery Act of 1933 and Housing and Community Disvelopment Technical Amendments of 1934. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50859 Data Requirements to HOD. 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, Puer to Rican, Soc. Unit Control American, or other Spanish culture or origin, regardless of race.
- American Indian or Alaska Nativo. A person having origins to any of the original peoples of North and South America [including Central America], and who maintains total affiliation or community attachment.
- Asian, A person having origins in any of the original peoples of the Far Bast, Southeast Asia, on the Ind. an subcontinent including for example, Cambodia, China, India, Japan, Korca, Malaysta, Pakistan, the Philippine Islands, Thai and and Virenam,
- Black or African American: A person having origins in any of the black rapial groups of

https://www.crtydateservices.neb/diflearmacerca/app2022ard.pl?rp.--02/1&prop=12.

6,19

Africa, Terms such as "Hairiam" can be used in add L on to "Bluck" or "African American."

- Native Hawa in an or Other Pacific Islander A person lawing origins in any of the original peoples of Gassaii, Guara, Sannoa, or other Pacific Islands.
- White: A person having origins to any of the original peoples of Europe, the Middle Rast or North Africa.

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

1. When we is 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 neititions.

itack https://dx.com/sponsored Zacalo Madora, a public art space that host of morethly events. Fach event was actended by over 100 participants./Attenders. Additionally, are middle school and both high school classes participated. In its Riack Lives Marter street in too [2021], the total participation exceeded 150. In its 2021, 22, the events (point pendes) everyged over 75 youth each. Residents of the community rings arise go by the wall mural that was install to see the art work. Street art is very popular inter general into by but expecially the younger population. One local official recently commented that the current of 5th and 6th St. is the one bright spot in the downtown.

No official records mantained.

Z. Note complaints that have been received, etc. Name.

3. Provide evidence of collaboration with other agencies within the community. In the post 30 years, MCC) has collaborated, cooperated and coordinated activities with local government, agencies, community organizations and the lait becommunity. More specifically, as screlates to this project, it regularly work with CAPMC, CVOC, Maden. Housing Authority, Gamarena Health Center, MCSD, MCPHD, MCDSS, St. Junchim Chand, and local husinesses.

F. REFERENCES:

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

Shalf will minused references and obtain "Yes" and "No" responses for the following:

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

Name: Eddie Ocampo	Title:Director	
Company/Agency Self-Belp Housing	Tel. Number: 559-802-1688	
Email Alloness: Eddi-All@selfoelpenterprises.org		

Name: Ara Ke egian	Intle: Infortpal	
Company/Agency Riphenlar Community School	Tdl. Number: 559-674-0059	
Email Address arakelegian∯made	suisding.	

Name Mattie Mondex	Title: Executive Director	
Company/Agency Community Action Factureship Madera County	Tel. Number: 559-675-5749	
Email Address: mmendez@maderarop-	TE	

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS:

How often does the Board meet? monthly

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

https://www.cityceteecrones.org/citics/madema/app2022arc.pt?rp.=0241&prop=12.

7/9

Based on the bylaves, what is the minimum and maximum minher of scats on the Board?

Minimum: 4 Maximum: 14 Date of Incorporation: 1994

FINANCIAL

If additional funds are received, please describe the anarce, the amount and provide supporting decommentation,

NIA

How often are linaucial records audited, and by whom? bienally

Are the thesising amilyon other financial officers bonded? \odot Yes - \otimes No

If so, for how much?

List any judyments or pending lawsofts against the agency or programs

None.

list any nutstanding obligations:

Note.

Budget Line Hem	Madera	Other Funding	Program Total
Personnal Lines reeded, 1			
Enactinator	¥22,880	50	822,880
Renefits	\$1,610	\$0	\$1,613
Taxes	\$1,015	\$0	\$1,015
Subtotal Personnel	\$25,505	\$0	\$25,505
	on-Personnel		
Move-In Assistance	50		53
Supplies & Materia's	\$200	\$0	#7,00
KujipriteriL			30
Communications	\$420	50	\$420
Meetings & Convenings	9.0	\$0	40
Travel & Transportation	\$300	\$0	#3 00
Training			30
Consulting			\$3
Featua, ign			\$3
Other Lines needed: 1			
Rental Assistance grants	355,000		\$55,000
Subtotal Non-Personnel	355,920	\$0	555,920
Total Personnel & Non- Personnel	381,425	50	\$.01,175
Indirect Costs	35,400	30	\$5,400
TOTAL	\$3a,825	\$0	586,825
Proposed # of Persons Served	250		
Cost per Individual	\$347		

Attachments

(Upload Instructions)

Checked attachments below are REQUIRED in order to sched your application, and your application WILL NOT be able to be stimultted with totashop required attachments! Please take this in a consideration when timing your submission of this application. The documents you need to upload are checked below. If you cover other attachments you would like to incheck, please thete the box and, if Other Identify the Attachment in the hox. If you are utable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or maintagemaderages at least one day prior to the deadline.

Attachment

Articles of Incorporation and Bylaws

Organization Chart

Mon-Profit Determination Letters, IRS & State (SITE).

Most Recent Financial Scatements

Most Recent Audit & Findings, if any

Program Intake Policies

Client Intake Form

F. Evaluation Document

Roand Certification

Roar d Roster

✓ Income Certification Torin

Link or Explanation for Missing Attachments

artoficcorp per org chert_2.pdf irs_501c3.pdf 2022-budget.pdf

auditmoci21.odf

Buck project develops its own intake form

File Checklist 3.7.22-randate

N/A

MCCJ Board Cert 5-25-22 CDBG Application for City 0332 001.pdl

Boss of Directors Us: 2022.decg

2022income; juideline, p::f

https://www.citycatseervices.net/difearmederce/app2022ard.pl9rp.-C2/1&prop=12

8/9

6/7/29, 4:24 PM City Data Services - Madere

. ☑ Other -□ Other -

> Sohmitted By: Date Signed

Haldwin Moy 05/25/2022

ritally rabolited $\langle \omega_{1}, \omega_{2}, \omega_{122} \rangle = 807642$

1912195

ENDORSED FILED of the State of Coffeenia

MADERA COALITION FOR COMMUNITY JUSTICE

ARTICLES OF INCORPORATION

AUG 3 1 1994

TOMY MILLER, Acting Secretary of State

I

The name of this corporation is MADERA COALITION FOR COMMUNITY

ΪI

- 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.
- 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 Kern Rural Route, Mammoth Pool Road North Fork, California 93643

ΙV

- This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- 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.

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.

VΙ

The name of the existing unincorporated association now being incorporated by the filing of these articles, is Madera Coalition for Community Justice.

Amy R Devine, Sole Incorporator

DECLARATION

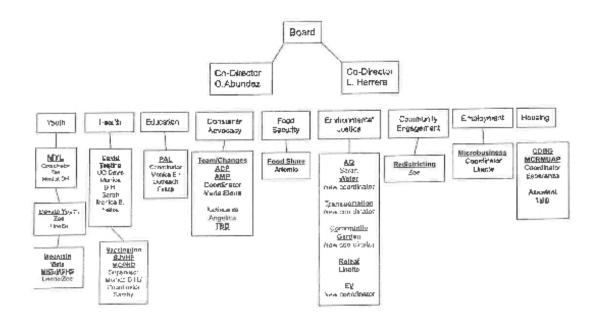
Martha Moreno and Maria Jimenez declare under penalty of perjury that they are the president and secretary, respectively of the unincorporated association referred to in the Articles of Incorporation to which this declaration is attached, and that said association has duly authorized its in corporation by means of such articles.

Dated: 7-14-94

Martha Marcha , President

Dated: 7-14-94

Maria Jimenez ,Secretary



DEPARTMENT OF THE TREASURY

INTERNAL REVENOS SERVICS DISTRICT DIRECTOR 2 CUPANIA CIRCLE MONTEREY PARK, CA 91755-7405

Date: MAY 3 0 1995

MADSHA COALITION FOR COMMUNITY JUSTICE P.O. BOX 817 MADSRA, CA 93639 Employer Identification Number:
77-0391942
Case Number:
959065145
Contact Person:
COSEPH FAM
Contact Telephone Mumber:
(818) 441-6341
Accounting Period Ending:
Cume 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Eegins:
August 31, 1994
Advance Ruling Period Ends:
Cume 30, 1999
Addendum Applies:

Dear Applicant:

sessed on information you supplied, and assuming your operations will be as stated in your application for recognition of examption, we have determined you are exampt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

No

Hecause you are a newly oregand organization, we are not now making a final determination of your foundation shalps 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 505(a) (1) and 170(b) (1) (A) (vol.)

Accordingly, during an advance riling period you will be trouted 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 ment 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 4340.

Grantors and contributors may rely on our determination that you are not a univate foundation until 90 days after the end of your advance buling 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

Dentes 1045 (00/05)

MADERA COALITION FOR COMMUNITY

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination often 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 granter 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 possider the effect of the change on your exempt status and foundation status. If you assend your organizational document or bylaws, please send us a copy of the assended document or bylaws. Also, let us know all changes in your name or address.

As of Jinuary 1, 1984, you are liable for social security takes under the Vederal 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 (FUPA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 43 of the Internal Revenue Code Rowsvor, 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 has purposes it they meet the applicable provisions of sections 2055, 2106, and 4502 of the Code.

Demons may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and satilar payments in conjunction with fundrations events may not natessattly qualify as deductible contributions, depending on the circumstances. Revenue Puling 47-246, published in Cumulative Bulletin 1987-2, on page 164, gives guidelines regarding when tampayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Porm 990, Return of Organization Exempt Prom Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the moil, 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 roburn you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a ponalty of \$10 a day when a return is filed late, unless there is respondible

Intter 1045 (FC/CG)

21.00

MADERA COALLICON FOR COMMUNITY

takes for the delay. However, the maximum penalty we charge cannot exheed \$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 995 T. Exampt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are more lated trafe or business as defined in section 51% of the Code.

You need an employer identification number even if you have no employers. 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 Revonue service.

This determination is based on evidence that your funds are dedicated to the purposed listed in section SCI(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 SOI(c)(3). In cases where the recipient organization is not exempt under section SOI(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, addressed, purposes of awards, cannot of onlocation, and relationship (of 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 Reling Ser-304, C.B. 1956-2, page 306.)

If we said to the beading of this letter that an addendum applies, the addendum coclosed is an integral part of this letter.

Recause this letter could halp us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

(Attor 1045 (00/CC)

25 (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(x): Form 872-C

lebber 1048 (\$0/60)

July 1, 2021 through March 9, 2022

	Jul 1, 21 - Mar 8, 22
Ondinary Incorne/Expense Incorne	
070 - Granda	1,229,278,77
Total Income	1,226,278,77
Gross Profit	1,226,278,77
Expense	
350.59 · Office expenses CCHP	12,965,00
350.53 · Office expanses VEC program	90'09
350.68 · UW Holley Relief	2,500.00
350.67 - Office expenses Focus Gpp (Att	348.41
558.59 · OR ALE program	1,261,48
117 - Selecy-Orani writted	41,750.00
350.14 · Office Exp CDBG-14	5,825.00
G(OA - 000	00:0
100 - Payrot)	183,802,28
-	2,736.50
	5,998.50
105 - Salary-Office Manager	2,200.00
-	6,008.75
	3,726,72
-	03,455
-	2,582,25
259 - Communications	1,679.18
350 · Office Expense	42,235.13
343 - Payroll Heas	1,135,76
-	39,050,72
402 · Utilities	43,407,40
650 · Tritval	3,404.58
700 - Confractors	688,929,92
760 · Food	18,565,84
671 - Licenses and Perinta	100 001
Total Exponse	1,127,947.93
Met Ordinary Income	96,330.84
Medincolne	IIR 330 84
	to consider

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.

		<u>Verified By:</u>	Date:
- 1	Applicant Fife Maintenance System	_	
- 1	Client Prescreen/Intake		
	Rental / Mortgage Assistance Application		
	Guidelines for Eligibility / Income Chart		
- 1	3-Day Notice/ Late Notice		
!.	Lease Agreement / Mortgage Statement/Utility Bill		
_	Form W-9 from landlord (rental only)		
	E This side consists of file activity log and other applicant's docume File Activity Log	Verified By:	Date:
	Applicant's Identification Card		_
	Applicant's Social Security Card (if applicable) Income Verification		_
			-
	W 2/Tax forms Copy of Check Request Submitted		
ide :	EThis side consists of District & assistance verification documents.	Verified By:	Date:
⊐	Determination of District	341111CG <u>341</u>	5522
- 1	Assistance Verification		
iide 4	: This side consists of any additional documentation needed.		
		Verified By:	<u>Date:</u>
	Client Tracker Form		
-			
_	Data Entry Form Other:		

Last Updated: 2/15/2022

RESOLUTION/CERTIFICATION:
We, the Board of Directors of $\underline{\underline{NCCJ}}$ do hereby resolve that on $\underline{5/25}$, 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 Coaldron for Community Fustre
ADDRESS: 219 S. D St.
TELEPHONE: 559 651-1879
Email Address maderacci Quahoo.com
Email Address maderacci @ yahoo.com By: Yulu Andress 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: LOUROES HERRERA Executive Director



Madera Coalition

817

for Community

219 8 0

P.O. Box

Street

Justice

Madera, CA 93638 Phone: (559) 661 1879 www.maderaddj.org Fax: (559: 416-7401

maderaccj8yanoo.com

Board

Cor

of Directors

2022

Prosident: Lilia A aniz

Dimedude: Louedes Horrora

Vice-President: Raque Redarte

Ofelia Abundez Seurelary: Sie Korn Proasure: Chair Javied

NAME	ADDRESS	PHONE #	YEAR ON BOARD/SINCE	OCCUPATION
Sue Kern	P.O. 30x 580 North Fark, 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) 673-7661 H (559) 903-8447 C	25 years Has served since 1997	Retired Teacher
Laura Hadjis	P.O. Box 1283 Madera, CA 93639	(559) 673-2037 H (559) 974-4212 C	16 years Has veroist since 2006	Retired Migrant Counsel
Lllia Alaniz	27137 Parkwood Ave Madera, CA 93637	(559) 363 3730 C	9 years Has served since 2013	Instructional Assistance
Estevan Gutiemez	1808 Sundance Ln Madera, CA 93637	(559) 392-1023 C	4 years Has served since 2018	Program Coordinator DHF
Ana Ro-driguez	126 N B Street Madera, CA 93638	(559) 416-9937 C (559) 674-5671 W	4 years Hos served since 2018	Office Assistance
Oyuki Orea	710 ST Street Madera, CA 93637	(559) 718-6335 C	4 years Jos served since 2018	Medical Consultant
Ómair Javaid	17149 Road 400 Madera, CA 93636	(559) 706-0808	1 % 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

Honorary-<u>Gloria Medina</u> 1 egal Coupsel-<u>Baldwin Moy</u> P.O. Box 1115, Marlera, CA 93638 (559) 279-8014 Calif. Rural Logal Assistance 126 N B St, Madera, CA 93638 (559) 674-5671

RESOLUTION/CERTIFICATION:
We, the Board of Directors of $\frac{NCCJ}{D}$ do hereby resolve that on $\frac{5/25}{D}$, 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 (his 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
AGENCY NAME: Madera Condition for Community Justile
ADDRESS: 219 S. D St.
TELEPHONE: 559 661-1879
Email Address maderage; @ yahoo.com
By: Maderacci & yahoo.com 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

2022 Income Guidelines

	125%		200%	
Family Size	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	4,356	52,388	6,985	83,820
8	4,857	58,288	7,772	93,260

CDBG 2022/2023 GRANT APPLICATION

PUBLIC SERVICES, CAPITAL PROJECTS, & PHIBLIC IMPROVEMENTS

Exhibit A - Project/Program Summary

CANIDIL A - FI	rojecurrog	larii adilimlary	
Application Type Public 5		ervice	
egal Name of Organization: Community Action Partnership of MC		Action Partnership of MD	
Name of Project: Fresne Madera Continue	annia' Care		
Street Address/Service Area of Project:	1225 (ZILA	verue	
City: Madera	Zip: 93637		
Amount Requested for this Project:	\$20,000		
Armount of Leveraged Funds Available for Lins Project:	\$1)		
Mailing Address		1225 Gill Avenue	
City: Madera		Zip: 93837	
Grant Administrator : Mattie Mendez		Title: Executive Offector	
Phone: 559-675-5749		Kniail: m:nendez@noaderacap.org	
SAM Number: System for Award Manag	gement (Pon	merly, CCR) Number	
DEI Number: V9D5YUNVFNA4 Fielens RIN/TIN Number: 94-161282			
Program/Project Administrator: Ana Thanez		Title: Community Services Program Manager	
Phote: \$59-575-5747 Its		Email: aib.mez@maden.cap.org	
Type of Entity/Organizational Structure	Nga Profit		
Brief Project Description (50 Words Max)			
for two members of CAPMC staff to parti-	cipate on th	e FMCoC meetings. The FMHoC works	
collaboratively to reduce homolessuess in			
funcing grants, CAPMC has remained an a meetings, and serving FMCoC committee		dipoint or the PM CnC Board by attending	

COBG PUBLIC SERVICES APPLICATION

1. SUMMARY OF COMMUNITY NEED OR PROBLEM TO BE ADDRESSED: [Describe the community mood or problem to be addressed by the proposed program. State how and by whom the need was allowified, take your sources (e.g., U.S. 20XX Census Data Table X.). Although Madera County does not have the large number of handless population as do the larger cities, hunsing solutions conducte to be limited. Continuous of Care (CoCs) are required to conduct a Point in Time (P11) count of people experiencing homelessness at least every o, her year (wavesholders). 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 suns that they won't be much different than the previous years.

According to confidence reviews one, California continues to have the highest population of all the states with 151,27K. The top four causes of homolessness, in order, are lack of attendable housing, unemplayment, poverty and low wages according to worldpopulation reviews on.

The biggest challenge to Madera County with addressing its homolessness issue can inues as be the facts of arrordable housing. Madera County recently had two itousing projects open up for Madera residents and those were filled within 30 60 days. Jeaving many as he blaced on a wait file, which is now a few years out for the two newest apartition or melessing, homelessness requires region-wade coordination and collaboration to help I in Bashing, softment liking a member of the Presno-Madera Continuum of Carrinolps to scroniplish this. This has opened the doors for CAPMC to bring additional delibera to Madera to help address like nameless population.

 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 boneless population. Madera Rescue Mission (MRM) offers emergency food and shelter for the homeless as well as a new respite center with 6 bods for those exiting the hospital/clinics and still need minimal assistance and

https://www.diydataservices.nat/ahrs/manorca/appX022am.p?rct+C234&prop=2

1:6

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 has assumed they obtoed not to utilize the program due to the faith-based frequirement. Community Action Partnership of Madera County (CAPMC) offers five housing programs that serve men, counter, children and decreate violence victims. The Martha Daz shelber has four emergency shelter units that can serve up to 18 domestic violence victims, which many times are at risk of becoming home real Victim Services operates a transitional housing program for victims of detoestic violence that has two units, which can house two families year-round. The Shunamn its Place others personnent supportive housing for 37chronically homeless individuals with disabilities.

CAPMC also has a capid rehousing program that can help pay for up to 18 months for cent homeless individuals and families who need help getting re-established in housing, flurning Point operates Serenity Village, a permanent supportive to using group and for chronically homeless men located in Dakhurst and has the capacity to house 7 hid viduals. CAPMI received additional funding to shelter uniterable homeless including to hotel morns when the MRM is at rapacity. CAPMC's, Benneless Engagement for Living Pingram [H.E.L.P.] Genuer serves as a one-stop shop to help individuals and families who are hor releasion are in jugarity of homeless. For those who call the center will receive help to get ling connected to minimity measurers including housing. Depending on the need of each chent, the housing solutions that are deferred are Emergency Shelter, Rapid Re-Housing, and Permanent Supportive Housing.

 Kiphain how your program supplements or complements odsting services without dupitesting them.

The PXCoX offlizes the Homeless Morrogenient Tellinimation Systems (IIM[5] database to record the judgess of clients as they couve through the Preside Marketti Continuum of Cares Coordinated Entry process to being housed. As a trender of the FMCoff, CAPMC follows these guidelines when assisting homeless elliptis. 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 Profit Database and Assistance Tind (VI-SPDAT) which is a survey administrated both to individuals and families to determine the risk and prioritization when providing assistance to homeless and openies of homeless area.

- 4. Rescribe the method used to measure the effectiveness (outcomes) of services Identify measurable goals and disjectives. Attach a copy of the program's evaluation documentation. Measurables goals and objectives are listed on the pest page along with a statement of how CAPMC will cook progress.
- a. Mark the hox below that Indicates the national objective met:
- Activities Benefiting Low and Moderate-Income Persons, 570,208(3)
 - O LMA-Area Senefit. 570.208(a):) Area-wide activities henefit Abb meshbuts 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, uploud 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. Clearers to verify Census Tracts and Block Groups for CIBG LMA Service Area Map
 - LMC-Limited Clieutele. 570,208(n (2).
 - © Limited Clientele. 570.208(a)(2)(i) Activities hecells 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)(03) Chefits served are primarily and specifically from one of the following groups:
 - Abused dilletren
 - Battered spouse
 - Ederty persons (62 years of age or older)
 - C Uliterate persons
 - 🗆 Migrans farm workers
 - Ilandicapped individuals
 - ¶ Homeless persons
 - C. Persons with A1D\$
 - (i) Client Document Review, <u>570.208(e);23(b)</u>: Clients provide tax documents, psy stubs, etc., to verify mourne. Oplicad sample coorded are.
 - O Income Certification, 570.208(a)(2)(0) Clients independently "income-certify" on a form provided by the Grantee. This is principly used for group meetings and not a preferred method.

https://www.citydataservices.net/excs/maderen/app2022are.pj?rp;=02348preg=2

- "Upload a blank "intake" form.
- O Limited Clientele, \$70,208(a)(2)(1) An activity that serves to demove material or architectural harriers to the mobility or accessibility of elderly persons or of adults meeting the definition of "severaly disabled."
- O Hamited Chemtele. 570.200(a):23(ii) Nucroenterprise assistance activity to benefit new and existing intercenterprises (five or fewer employees, including owner who is a low-mod person).
- O Limited Clientele. 570.208(a)(2)(a) A job training and placement analyze other employment support services activity, including, but not limited to pred support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-backnepersons assisted is less than under limited circumstances under 24-008 570.208(a)(a) and (b).
- ClimH-Honsing Activities, 570,208(s.cs) An activity carried out for the purpose of providing or improving permanent residential structures, which, upon completion, will be manipled by low and moderate-income households.
- © LMJ-Jobs Activities, 570 208(s)(4) An artivity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (FTL) basis, involve the employment of low and moderace income regions.
- Slum and Blight, \$70,208(c) Activities that aid in the prevention or elimination of slums or blight.
 For addressing Supra or Blight on an area basis, please cick Here for the regulations and criteria.
 Urgent Need, \$70,208(c) Community development activities having an urgent need. This objective rarely
- 6. Which measurable objectives does your program most?
- 1. CAPMC will have believe mentivership on the Presno Madora Continuum of Caro. CAPMC shalf will then communicate the information from local homeless groups such as the Housing Lincolneeless and the Homeless Connections group. There are a minimum of 24 m entings a year.

applies and in received for alley using emergency situations such as natural disasters.

- 2. CAPMG will participate on required committees of the PMC of such as the Romeless Management Information Systems Committee, Coordinated Fining System Committee, Evaluation Committee and case conformating minerings. These committees help the register services to the homeless and help the FMC of achieve describe outcomes to ensure the FMCoC remains competitive for funding when compared nationally to other CoC schot are competing for limited HUD Solars. The various groups then need monthly but the frequency is less than that at times throughout the year.
- 3. CAPMC will plan and coordinate the 2020 Complexs Point in Time Lount.
- 7. How will your program meet its goals its one year?

Fre program will monitor and report on performance addicators on a quarterly basis in the City of Macora. CAP MC will "know that it has met its goals on one year if the performance inglegions listed above reach the expected numbers. Timeline attached.

- B. What financial resources, other than City are available for this program? Have applications for other than CDBG are proposed, please provide supporting documentation/letters of commitment.
- There are no other financial resources available for this program. The CDRG finding allows CAPMU to mustimize resources to provide more services that are comprehensive to the horseless. No other funding sources will fund the participation on the EMCoC.
- 9. Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund raising? If not find raising is not increasing, please explain (be specific). Every year, CAPMC solicits in-kind donations to provide much needed resistance 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 conations collected are not annually the PMCoC than steps in to provide the Lenss (seeded.)
- 1.0. What was done to receive public input/participation? Please provide details. What did the public input/participation identity? Include documentation of support for the proposal such as morning minutes, letters and pellthous.
- 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 united needs in the community. The top five priorities were affordable housing percess to brotth core.

https://www.crydateaeryldes.negotiles/mageros/app70772em.pt9rpt=0244&crop=2

employment, food, and normaliss services. Attendence at the FMCoC will help CAPMC (nits) efforts to address these needs.

- 11. It service is offered outside the Madera city limits, include the list of funding sources and supporting documentation/lecture of commitment that support these program services. If therent turning sources will be used for cost related to the 2023 Honeless Point in Three Count turniversness outside of the City Units of Madera and the approved costs tracks. Buring the 2022 Point In Time Count, Madera County provided staffwich \$15,00 McGonalds gift earlist to the propport the homeless population that competed the survey.
- 12. When there is an overflow of clients, how is it determined whom to serve? The Centralized/Standardized intoke prioritization process is accomplished by utilizing the Horseless Management Information System (MMIS) and the PMCoU addlesses the issue through the standardized referral and placement of horseless into appropriate and available programs. This is one of the mandated services that HUD has recurred of all 100°s. Staff also use the VI-SPDAT survey to determine risk and prioritization to horseless and ut-risk in horselessness persons.

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

The CDBC finds allows staff to proceed CAPMC at the FMCoC board meetings. In turn, this has now prompt on the foreexapport for the Matera Courty homeless population.

As a member of the PMCoC CAPMC has the ability to apply for additional funding the help support the services for homeless families and individuals.

The Soundamitte Place was awarded faulting to repaid its services and is now after to Fouse a total of 37 homeless individuals including a family

Being a member of the BMCoC has also allowed CAPMC to apply for Emergency Schullum Grounfinzing CAPMC received in April, 2020 \$106,000 and were specific December 2020. After that CAPMC then received two amendments for a total of \$250,000 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 CSBC funding CAPMC was able to expand homeless services by creating the Homeless Engagement for Living Program (HELP) Center which serves as a one-stop sliep to help individuals and families who are boundess or are in joogsady of becoming homeless. For those who call the center will receive help in getting connected to community resources including housing Paparating on the need of each client, the housing solutions that are offered are Tunorgency Sheltes Bapid Ro-Dousing, and Permanent Supportive Equaing.

All Ends received have all own t CAPMC to provide rapid to bousing services, street outreach, humoless prevention, rapid to housing, emergency shelter and homeless management into matter an acceptance.

CAPMC receives valuable T&TA from the FMCoC's homeless experts and all trainings are free.

14. Discuss your programs/project's past performance (2015 to 2020). The project has not its goals every year office 2013 with the exception of 2020-2021 contract. Records have been shortlest in a timely manner and all fonds have been shortlest with the exception of 2020-2021 contract. Due to the COVID-19 pandemin, the 2021 Homeless Phint in Time Count was not conducted, all meetings were web-based and this saved in staff traced and fact.

HUD mandated Hotheless Point in Time Counts have been seccessfully conducted with the exception of 2021 abund

Requirements of the Homeless Emergency Assistance and Rayed Transation to Housing Act. (F.E.A.R.TH. Act.) were implemented via the direction of the FMCoC.

Housing First Program Approach to addressing homeless was implemented.

New Hondeless Management Information System Performance Standards were implemented

https://www.citycatasarvicea.net/ditearnade/pa/app2022arc.pi?ppt-C234&prop=2

of a the HMTS Committee of the FMCoC.

The Homoleas Countinated Acress system has been developed via the FMCoC's committee.

Homoloss Connections and Housing the Homeless meetings are facilitated to provide communication shout homeless issues with Madera's Homoless service providers.

Shineminite Place Permanent Supportive Housing program for chronically horseless. individuals/families with disabilities.

Humeless Engagement for Living Program (H.E.L.P.) Content which serves as a one-stop shop to help individuals and familles who are homeless or are in journally of hecoming homeless.

15. Discuss how your program/project shall dodninent 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.

1 1 3 1 - 4 - 3 - 4 - 4 - 1	
Landicate the total number of potential clients in the community who require	
yaur 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 here a change in the composition	O Yes
of the target population to be served and/or shift in the geng applied larget area?	≫ №
4. Are Income criteria used to establish oligibility for services? (If yes, attach a	
copy of the documentation to establish income eligibility by household size and	O Yes
household gross annual income. Acceptable forms of documentation include two 🔠	No
years of tax documents, six months of payetheck states, six months of checking and	
savings statements, retirement accounts, 401(b)(3) or 401K places, etc.	
5. Is a fee schedule used?	O Yes
(If yes, attach a copy of the fen schedule.)	

AGE	
AGE 0.5 6-12 13-17 18-34 35-54 SS-50 60-64	
6-12	
13-17	
18-34	
35-54	
55-50	
60-64	
65+ Total	
Total	3

GENDER	
Female	
Male	
Total	

Female-Headed	
Honscholds	

Ethnic Categories*	Glients
Hispanic or Latino	
Not-Hispanic or Catino	
Total	

Racial Categories*	Clients
American Indian or Alaska Native	
Asian	
Black or Alair an American	1
Naciye Hawaiian on Other Factific Islander	
White	
Other	
Total	

[&]quot;Public reporting burden for this collection is estimated to average 10 minutes per response,

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98

including the time for reviewing instructions, searching existing data sources, gathering and not infaining the data needed, and recorded and reviewing the rollection of information. This fufurnation is authorized by the US. Housing Act, of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Tochnica. Amendments of 1984. This information is needed to be in complicate with CMB-mandated changes to Ethnicity and Race categories for recording the 50039 Cale Requirements in 1000. This information is considered non-sensitive and does not require any special protection.

- Hispanic or Latino, A person of Cuban, Merocan, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The Lerm "Spanish or gird" currier used in addition to "Hispanic" or "Latino."
- Not Hispanic or Latino, A person not of Cuban, Mexican, Puerto Rican, South or Bestral American, or other Spanish culture or origin, regardless of race.
- American Iorian 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 baving 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 "Hairian" can be used in addition to "Black" or "African American."
- Native Hawniian or Other Pacific Islander A person having origins in any of the original peoples of Hawnii, Coom, Samon, or other Parific Islands.
- White. A presum having uniging in any of the original propers of Europe, the Middle East or North Althon.

E. CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

Include the uncertained 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 closes affected by the conditions of towerty, and those affected for reduce them. CAPMC held the tot leving index groups and survey opportunities to bear from differing parts of Madera County:

- * Online Surveys Distributed from April 1-April 26 to General Modern County population
- * Head Stort Perent Meeting on Churchay, April 15 of 2pm
- Saunamentte Place Foons Group on Pridag April 23 at Part.
- * Community Partner WebEx Forum on Friday, April 23 of 11am

You can find the entire Community Needs Assessment ab https://madetacap.org/indocs-posts/community-need-assessment/

2. Note complaints that have been received, etc. Note.

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 these that altered are in favor of any program that helps support housing the homeless.

F. REFERENCES:

Please provide the paint, title, company/agency, phone and small address for three reterences.

Soul 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

nllus://www.citydalaservices.net/cities/maperca/app2022arc.pl?rpt=C234&pmp=2

organization/agmoy?

. Do you think they are doing a good lob in Madera?

Name: Julie Morgan	Title:Assistant Bheccon
Company/Agency Madera County Rehavioral Firstlin	Tel, Numbrit 539,673,0308 exc. 1220
Email Address julie.norgan⊜ maderacounty.com	

Name: Ryan McWherter	Title: Director	
Company/Agency Madera County Food Bank	Tel. Number: 559-975-3515	
Email Acutrescormowherteomade:afaodhank@gmail.com		

Name Judy Veti heside	Title: Regional Director
Company /Agency Tuncing Point of Ceptrol California	Tel. Number: 559-233-2663 ext. 7310
Email, Address: iketi aside@uxuca.prg	

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS: How often does the Board most? Monthly

What was the average number of Board metabets attending meetings last year? 12 Rescul on the hybrids, what is the infolming and maximum number of seats on the Board? Minimum: B. Maximum: 15

Date of Incorporation: December 1, 1965

FINANCIAL:

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

None:

How ofter, are fluancial records audited, and by whom? Yearly - Brown-Armstrong CPAs

Elst any judgments or pending lawards against the agency or program:

List any outstanding obligations:

None

Budget Line Item	Madera	Other Punding	Program Total
Personnel Lines needed: 3			
Salaries	\$12.177		\$12,177
Prog & Linenses	365₹		\$ 657
			\$0
Benefits	\$2,999		12,991
Taxes			\$(
Subtotal Personnel	\$15,873		\$15,833
N	эн-Рызопос		
Muve-In Assistance			\$0
Supplies & Materials	\$250		\$250
Piguipment			30
Communications			\$0
Meetings & Convenings			\$0
Travel & Transportation	5819		\$819
Training			\$0
Consulting			\$(
Evaluation			\$0
Other Hines needed: 4			
fien.	3640		\$5/K
Distrance	5400		\$400
Utilities	S195		\$193
Telephone	8195		\$193
Subtotal Non-Personnel	\$2,499	30	\$2,199
Total Personnel & Non-	\$18,332	\$0	\$18,332

https://www.pitydataaenvloas.net/bries/madarcs/app2022am.pl?rpt=0234&prop=2

63

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City Data Services - Madara

Personnel			
Indirect Costs	\$1,668		\$1,668
TOTAL	\$25,000	\$0	\$20,000
Proposed # of Persons Served:			
East per Individual			

ΔH		

Attachments
| Upload Instructions |

Checked attachments below are REQUIRED in under to submit your application, and your application W11. NOT be able to be submitted with refessing required attachments! Please take this involuntishers that the trialing 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 6ther, identify the Attachment in the low. If you are mable to upload any of the attachments, contact Matrola Zuniga at 559-661, 3697 or

	ie as applications for the according to
<u>mzuriga@madera.gov</u> at least one day princ'h	
Attachment	Link or Explanation for Missing Attachments
□ Articles of Incorporation and Bylans	
□ Organization Chart	
 Non-Profit Desermination Letters, 182 (& Scate (501.3.c)
Most Resent Financial Statements	
Most Recent And L& Findings, If any	
□ Program Intake Policies	
C. Client Intake Form	
□ Ryaluación Document	
□ Roard Sertification	
F. Briard Ruster	
C. Dilliet -	
□ Other -	
Submitteri By:	Ana Ibariez
Date Signed	05/26/2022

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CDBG 2022/2023 GRANT APPLICATION

PUBLIC SERVICES, CAPITAL PROJECTS, & PHIBLIC IMPROVEMENTS

Exhibit A - Project/Program Summary

LAIIDIEN - F	rojecur rog	rain outlinary	
Application Type	Capital Project/Public Improvements		
Legal Name of Organization:	Dity of Madera Engineering Department		
Name of Project: Engineering Departmen	i Pront Cou	nter ADA Upgrados	
Street Address/Service Acta of Project:	528 K Yose	mile Ave	
City: Madera	7.ip: 9.16.13		
Amount Requested for this Project:	\$25,000		
Amount of Leveraged Punds Available for this Project:	\$ C		
Mailing Address:		428 E Yosemite Ave	
City: Madem		ZIpr 93638	
Crant Administrator : Nicole Say		fille Administrative Analyst	
Fhone: 5596613600		Email: nsay@tna.icra.gov	
SAM Number: System for Award Manag	gernent [For	medy, ECR) Number	
DEI Number: HGAUD831PGRI Federal BIN/CIN Number: 94-500365			
Program/Project Administracen Marcela Zuniga 1		Pilies Madem, CA 93638	
Plume, 5596615458		Email: mxuniga@ncadera.gov	
Type of Entity/Organizational Structure	Cheese		
Hitlef Project Description(50 Words Max) existing front counter in the City of Made		sec project involves apgrailing the	
Engineering Department building for ATA		95	

CDBG CAPITAL PROJECTS/PUBLIC IMPROVEMENTS APPLICATION B. ACTIVITY DESCRIPTION

), Summary description of proposed project and authopated accomplishment, (If desired, attach diagram of the area in the attachments section):

The improved project involves appreciage the existing front counter in the City of Madora'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 from counterts not ADA compliant, this can result in the inability to provide count access to persons with disabilities.

- Please identify other sources of loods to implement this project. If funds other than CDBG are proposed, please provide supporting documents in a fetbers of communication. CDBG \$25,000.
- 4 Timetable [assuming a start date of July 1, 2022]. Will your proposal meet these goals in one year? Sive starting date for activity and significant nullestane completion timeframes. (Insert any timeline attachment in the Attachment Section)

Upon award of the CBBG funds, the CBty 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 be $\mathfrak p$ 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 not once assessed? The outcomes include increasing accessibility for all persons of the general public with disabilities that visit the Engineering Reportment for public services.

7, Many the box below that indicates the national objective met:

® Activities Benefiting Low and Moderate-Income Persons. 570,208(a)

https://www.chycetassrvices.net/bitns/maderca/epp2022arc.pl?-p.--C237&prop=104

1:5

City Data Services - Madera

- O LMA-Area Benefit. 570.203(v)(1) Area wide activities penefit ALL residents in a particular area, where at least of the people are low and implementation me. The service area of the project must be specifically identified. If this objective is selected, upload a service area map that includes all forces Tracts and Black Groups served by your project and a calculation of she hav/fund-income pencentage. Click Have to verify Consus Tracts and Block Groups for CDBG LMA Service Area Map
- OLMC-Limited Clientele, 570,208(a)(2).
 - C Limited Clientels. 570.208(a)(2)(i) Activities benefit flow and moderate-income (LMI) persons without regard to the accelerate being served. At least of the persons participating in the activity must be low and moderate-income. Indicate how your organization verifies income englished of clients.
 - ♠ Presumed Benefit, 570208(a)(xx)(A) Clients served are primarily and specifically from one of the following groups:
 - O Abused shildren
 - O Batterer/springer
 - O Enerty persons [67 years of age or older]
 - O Illiterate persons
 - O Migrant John workers
 - Handicapped individuals
 - O Horneless persons
 - O Persons with AIDS
 - O Client Document Review. <u>570.208(அரசு)</u> Clients provide tay documents, pay stobs, coc, to verify broade. Uplicad supple worksheet,
 - Income Certification, 570.208(3)○(000) Clients independently "income certify" on a form provided by the Grantee. This is primarily used for group meetings and not a preferred method. Unload a blank "intake" form.
 - © **Limited Clientele.** 570,208/2020); An activity that serves to remove material or antition unablanters to the mobility enaccessibility of eldedy persons or of adults meeting the definition of "severely disabled."
 - O **Limited Clientele.** 570,208(a):221 Microenterprise assistance activity in henefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
 - Limited Clientele, 570,200(402)(c): A job mointing and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less than under limited circumstances under 24 CFR 570,200(c)(a) and (b).
- LMII-Housing Activities, 570 208(a)(s) 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.
- C LMJ-Inha Activities: 570,2005.(4) An activity designed to create or retain permanent jobs where at least of which, computed on a full-time equivalent (PTE) basis, involve the employment of low and moderate-income persons.
- O Slum and Blight, <u>\$70,208(1)</u> Activities that aid in the prevention or climination of slums or blight. Fur addressing Slum or Blight on an area basis, please <u>Click Here</u> for the regulations and criteria.
- O **Digent N**eed, 570,208(c) For noming development activities having an organizated. This objective rarely applies and is reserved for allevialing emergency situations such as natural disasters.
- 8. How does your proposal support the Vision Plan Modera 2025 Action Plan? The Vision Plan Modera 2025 Action Plan Includes providing ADA compliant Gry facilities.

C. ENVIRONMENTAL IMPACTS:

1. Historical:

- a. How old is the affected structure?
- b Will this project affect an historically significant (or potentially historic) so uctore? E/Δ

Z. Archeological:

- a. Will this project involve any ground disturbance?
- No. The project will include apgrading the existing from counter.
- h. Will this project affect on historically significant (or potentially historic) structure? N/Δ

3. Water:

- is project involve a sewer un water system?
- No. This project will be limited to activities involving the upgrade of the existing front counter.

https://www.citydataservicee.net/cities/madercs/app2022arc.p?rct=C2378.crop=104

2,95

D. PROGRAM ELIGIBILITY:

To be eligible for funding, a project must either benefit low and moderate-income persons or present /elim main slutus at blight, tudicate how the proposed project meets this requirement. Projects that primarily benefit handleapped or sculor 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: 1000.

Number of persons with disabilities or seniors served annually: 300

How will the proposed project prevent or eliminate stunts or blight?

E. CITIZEN PARTICIPATION:

Proposals should include evidence of cilizon support for activity.

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

Several surveys were conducted throughout the community with the intent to determine what type of public improvements and haldle services are the most important to the community. For public improvements, the surveys revealed accessibility is a priority. Though approvibility of sidewalks is operatedly noted in the survey results, the accessibility of the front counter for public services provided by the Building Planning and Engineering Department's is an extension of this need.

 Note complaints that have been received, etc. Name h. date.

3. Provide evidence of collaboration with other agent lexivithin the community, X/A

F. REFERENÇES:

Please provide the name, title, company/agency, phone and croad accions for three references.

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

- Why your experience working with this agency successful?
- Have you seen at least one very successful project developed by this
 or panisation/agency?
- . Do you think they are doing a good job it. Madera?

Name: Resalind Cox	Title:Director of Facilities Planning & Construction Management		
Company/Agency MUSD	Tel. Number: 559-675-4548		
Krngil Aggress: RosalindCox@ma	derausding		

Name; Guzman	Title: Principal
Company/Agency Thomas Jefferson Middle School	To, Numbert (559) 474-10271
Email Address: i whe guzzon@madera	noscorg

Name: Alan Gibnore	l'Itle: l'ublic Health Program Managur
Company/Agency Macera County hiblid Ifealth	Tel. Number: (559) 675- 71193

https://www.citydatasch/inns.nel/cities/maderca/app2022arc.pl?rp.-C2376prop-104

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 Resed on the hydroxy, what is the minimum and maximum number of seats on the Board? Minimum: N/A Maximum: N/A

Bate of Incorporation: N/A

HINANCIAL

If additional lands are received, please describe the source, the amount and provide supportingdocumentation.

N/A

How often are linaricial remark and ited, and by whom? N/A

Are the treasurer and/or other financial officers booked? O Yes - 💌 No

If su, for how much?

Hist any judgments or pending low-suits against the agency or program:

N/A

Hast any outstanding obligations:

N/A

Dudget Line Item	Macera	Other hunding	Program Total
Personnel Lines needed: 0			
Henclits			80
Takes			80
Subtatal Personnel	30	80	S0
	lon-Fersul tie		
Move-In Assistance			50
Supplies & Materials			50
Eguigment			50
Communications			50
Meetings & Convenings			50
Travel & Transportation			50
Training			50
Consulting			50
Evaluation			50
Other Lines needed: 0			
Subtotal Non-Personnel	50	50	80
Total Personnel & Non- Personnel	30	50	50
Indinect Costs	\$75,000		\$25,000
TOTAL	\$25,000	S0	\$25000
Proposed # of Persons Served:	300		
Cost per Individual	383		

Attachmenta

[Unload instructions]
Checked attachments below are REQUIRED in order to submit your application, and your application WILL NOT to able to be submitted. with reissing required attachments! Please take this into consideration when Groing 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 identity the Attachment in the box. If you are unable to upload any of the affectments, normal Marcela Win gala. 559-661-3692 or <u>пилика@madera.cov</u> at least one day prior to the deadline.

Link or Explanation for Missing Attachments

Attachment

- 🗇 Articles of Incorporation and Bylaws
- C Organization Chart
- □ Non-Profit Determination Letters, IRS & State (501.3.c)
- Ti Most Recent Financial Statements
- ☐ Most Recent Audit & Findings, if any
- O Program Intake Policies
- O Glient Intake Form

https://www.chydetaservicesiner/cdies/mederos/epp2022ero.pi?rct=0287&crap=104

8/7/22, 4.23 PV City Bata Services - Madore

- Diagram of Ares
- Timefine
- Dibber - Dibber - Submitted Ry: Nicole Say
Date Signod 05/23/2022

Initially submitted: May 8, 2023 - 10:20:02

https://www.citycatsaervices.net/cities/manoma/app2022arc.pl//pi=C237&propt194

2nta



CDBG 2022/2023 GRANT APPLICATION

PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit A - Project/Program Summary

ESTITION TO	rojecui rogram cummary	
Application Type	Capital Project/Public Improvements	
Legal Name of Organizations	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:	\$29,000	
Amount of lawerages Funds Available for this Project:	80	
Mailing Address:	1030 s gateway dr	
City: Made: a	Zip: 93630	
Grant Administraturi:	Title:	
Phone: 15596754246	Zmail. áfoss@macera.gov	
SAM Number: System for Award Maria	genient (Formerly, CCR) Number	
DDI Number: HGADD831P0R1	Federal EIN/TIN Number.	
Program/Project Administratur: Daniel I	Fass Title: Public Works Director	
Phone: 15596754246	Email: 1030 S. Gateway Dr.	
Type of Entity/Organizacional Structure	City Department/Public Agency	
Brief Project Description(50 Words Max)	of the city will be requesting funding for paint to	
remove grarliti within the city limits and	name specifically in our low moderate income	
neighborhoods on the east side and down	nturvor arteas.	

CDBG CAPITAL PROJECTS/PUBLIC IMPROVEMENTS APPLICATION B. ACTIVITY DESCRIPTION

 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 also the city of any and all godfili.

2. Need (Explain why project is needed.)

There is a need for this project since graffiti with the city if on the rise and so is the price of paint moded to remove the graffiti.

- Please identify other sources of funds to implement this project. If funds other than COBG are proposed, please provide supporting documentation/letters of commitment.
 There are no other sources of funding.
- 4 Thoetable (assuming a start date of July 1, 2022) Will your proposal most these goals in one year? live starting date for activity and significant milestone completion timetomies (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 Type t We don't necessarily have any milestones other than a visual improvement of the oily with assignable.

5. What measurable goals will your program deliver?

Measurable goals will be a decrease in different complaints of graffith and an educated visual asstbetic within our low moderate income neighborhoods.

- 6. What are the project's expected outcomes? How are the outcomes assessed?
- The expected and come is a honoval of all graffitt in our law moderate income neighborhoods.
- This can be assessed via drives around these areas and a decrease in complaints of grafatt from a tipone.
- 7. Mark the box below that indicates the national objective root:
- Activities Benefiting Low and Moderate-Income Persons, 570,208(5)
 - 2 LMA-Area Benefit, 570,200(4)(1) Area wide arrivities herelit ALL residents in a particular area, where at

https://www.nilydalaservices.net/altiesmedercs/spp2022arc.p?/pt=02458prop=107

City Data Services - Medera

loast of the people are low and moderate-income. The service area of the project must be specifically intervisive. If this objective is selected, upload a service area map that includes all Census Tracks and Black Groups served by your project and a calculation of the low/mod-income percentage. Clok Here to verify Census Tracks and Block Groups for CDBG LMA Service Area Map

○ LMC-Limited Clientele. <u>870,208(a)(2)</u>,

- O **Limited Chemiele.** 570.208(a)[2][ii] Activities benefit low and moderate-income (LMI) persons without regard to the area being served. At lower of the persons participating in the activity must be low and moderate-become, hidd-unle bow your organization verifies income digibility of clients.
 - O Presumed Benefit, 570,288(a)(2)((A) Clients served are primarily and specifically from one of the following groups:
 - Abused children
 - C. Battered spiritse
 - C Ederly persons (62 years of age or older)
 - C (finterate persons)
 - Migrant farm workers
 - C Handicapped individuals
 - Homeless persons
 - C Persons with AIDS
 - (i) Client Document Review. <u>\$70.208(a)27(b)</u> Clients provide has documents, pay stubs, etc., in verify income. Optical sample worksheet.
 - O Income Certification, \$70,206(a)(2)(0)(Clients Independently "Income-certify" on a form provided by the Grantee. This is primarily used for group meetings and occur preferred method. Ucload a blank "intake" form.
- Collimited Clientele, <u>\$79,258 (2.20)</u> An activity that serves to remove material or prohitectoral harriers to the mobility or accessibility of elderly persons or of adults meetig the definition of "severals disabled."
- Of Limited Clientele, <u>\$70.208(y)(2) ii</u>; Microenterprise assistance activity to benefit new and existing microenterprises (five or fewer employees, including owner who is a low-mod person).
- ① Ulmiled Clienkele. <u>\$76.978.9(2)(2)</u> A job training and placement and/or other employment support services activity, including hut not limited to pror support programs, counseling, shild care, transportation and other similar services, in which the percentage of love- and moderate-income persons assisted in less than under I mited i icromstage or under 24 CFR <u>\$70.208(a)(2.6)</u>, (a) and (b).
- O LMH-Housing Activities, 570,208(a)(s) 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.
- CLMJ-Jobs Activities. 670.206(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 factorie persons.
- Slum and Blight, 570,2000; Activities that sid in the prevention or elimination of shores or blight.
 For accressing Slum or Blight on an area basis, blease Circk Here for the regulations and in teria.
- C Urgent Need. 570 208(c) Community development activities baving an argent need. This objective rurely applies and is reserved for alleviating emergency situations such as natural disasters.

II. How does your proposal support the Vision Flan Madera 2025 Action Plan?
II. addresses Downlown Revitalization: Promote the comprehensive resitalization of downlown 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?

150

2. Archeologicel:

a. Will this project involve any ground disturbance?

160

b. Will this project affect an itistorically significant (or potentially historic) structure? no

3. Water:

is project involve a sewer or water system?

TIC:

https://www.citydataservices.nepicities/madenserapp/999em.pt9rpt=0946&prop#107

City Data Services - Madata

D. PROGRAM ELIGIBILITY:

To be digible for funding a project must either henefit have and moderate-become persons or provincy eliminate stants or blight. Indicate have the projects and project meets this requirement. Projects that ye finantly henefit handtcapped or senior citizens meet the critical for benefiting toward maderate-income persons.

- Primarily benefits low and moderate-income persons:
- a. Number of persons served annually: 60000
- h. Service Areas City Wide

Number of City residents served annually: 65,000

Number of persons with disabilities or seniors served annually: 10,000

How will the proposed project prevent or eliminate shads or blight?

E. CITIZEN PARTICIPATION:

Proposals should include evidence of chizen support for activity.

1. What was done to decrive public input/perticipation? Please provide de ails.

What were the outcomes?

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

We haven't taken anything to council regarding public participation. We do get calls from the citizenz regarding graffitt and we encourage them to call any time they see graffitt within the city limins.

2. Note complaints that have been received, etc.

We get a mix of complaints. More so complaining of the graffit.

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 Cds organization/agency?
- Do you think they are doing a good job in Madera?

Name: rosalior, cox	Tetlesdirector of facilities, planning, and construction
Company / Agency Madera Unified School District	Tel. Numbor: 559-675-4544
Ernai, Arldress, ros ∂indook@anaderat	isdone

Name: .sabel guzman	Title: principal
Company/Agency Thomas Jefferson Middle School	Tel. Number: 559 474 0271
Email Address; isabe guzman@madem	mealare

	Tithe public health program charager
Company/Agency Madera County Public Featth	Tel. Yumiper: 559-675-7893
Pimail Address: alanuf Imensióm aderacon	mbecon

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS:

https://www.citydataservices.net/cities/naperca/app2022ars.dl?rpt=C2458prop=107

How often does the Board meet? 22 times a year What was the average number of Board members attending meetings last year? 7 Rased on the bylaws, what is the minimum and maximum number of seats on the Board? Minimum: 4 Maximum: 7 Date of Incorporation: r/a

FINANCIAL

If additional funds are received, please describe the sname, the amount and provide supportingéocumentation.

n/a

How often are financial rearrils audited, and by whom? annually Ate the beasurer and/or other financial officers bonded? C. Yes Elsa, for how much?

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

List any outstanding obligations:

n/a

Budget Line Item	Medera	Other Funding	Program Total
Personnel Lines needed: 0001			
Renelits			\$0
Takes			\$ 0
Subtotal Personnel	50	50	\$0
	on-Personnel		
Move In Assistance			\$0
Supplies & Materials	\$25,000		\$25,000
Equipment			\$0
Communications			\$0
Meetings & Convenings			\$0
Travel & Transportation			\$0
Training			\$1
Consulting			\$0
Evaluation			\$1
Okker Lines needed: 0			
Subtatal Non-Personnel	\$25,000	50	\$25,000
Total Personnel & Non- Personnel	\$25,000	S0	\$25,000
Indirect Casts			\$0
TOTAL	\$25,000	50	\$25,000
Prepasal & of Persons Served:	10,000		
Cost per Individual	53		

Attachments (Upload Instructions)

Checked attachments below are REQUIRED in order to submit your application, and your application WILE NOT be able to be submitted with missing required attachments! Please take this into considerari on 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 manya@madera por at least one day prior to the feadline.

Attachment

Link or Explanation for Missing Attachments

T Artic egod b	negrporation	and Bylaw
----------------	--------------	-----------

- □ Organization Chart
 □ Non-Profit Determination Letters (RS & State (501.3.c))
- □ Most Recent Pinancial Scatements
- Ti Most Recent Audit & Endings, if any
- T Program Intake Policies
- □ Client Intake honn
- □ Diagram of Area □ Timeline
- □ Other -□ Other -

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4.95

8/7/22, 4/26 PM

City Data Services - Madera

Submitter, By:

Date Signed

Adam, Godzales 0.5/26/2022

1. Hally \$100 Herr May 26, 2792 - 1594746

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REPORT TO CITY COUNCIL

Approved by:

-1. × ×

Council Meeting of: July 20, 2022 Agenda Number: C-2

Department Director

Arnoldo Rodriguez, City Manager

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:

- Approving a Subrecipient Agreement for Services (\$5,000) with Madera Coalition for Community Justice; and
- Approving a Subrecipient Agreement for Services (\$32,500) with Madera Rescue Mission;
- Approving a Subrecipient Agreement for Services (\$35,400) with O.L.I.V.E. Charitable Organization; and
- Approving a Subrecipient Agreement for Services (\$10,000) with Pequeños Empresarios;
 and
- Approving a Subrecipient Agreement for Services (\$34,000) with Madera Coalition for Community Justice; and
- Approving a Subrecipient Agreement for Services (\$21,401.50) with City of Madera, Parks
 Community Services; and
- Approving a Subrecipient Agreement for Services (\$20,000) with Community Action Partnership of Madera County, Inc.; and
- Approving a Subrecipient Agreement for services (\$25,000) with City of Madera Engineering Department; and
- 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)
 - o 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 Allo	cations		
Applicant		BGC Recommended Allocations	City Council Tentative Allocations
City of Madera – Action Plan Administration Administration to Oversee CDBG Program		\$164,402	\$164,402
CAPMC – Fresno Madera Continuum of Care Point-in-Time Count Administration		\$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		
Applicant	BGC Recommended Allocations	City Council Tentative Allocations
Madera Coalition for Community Justice – Madera Youth Leaders Street Art Project	\$0	\$5,000
Madera Rescue Mission – Homeless Services Program Homeless Prevention and Services	\$34,500	\$32,500
O.L.I.V.E. Charitable Organization – O.L.I.V.E. Safe House Bennet House	\$37,400	\$35,400
Pequeños Empresarios – Child Entrepreneurship Education	\$10,000	\$10,000
Madera Coalition for Community Justice – Madera Rental Assistance Program	\$30,000	\$34,000
City of Madera, Parks & Community Services –Senior Nutrition & Recreation Programs Senior Wellness, Meals and Recreation	\$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		
Applicant	BGC Recommended Allocations	City Council Tentative Allocations
City of Madera Engineering Department – Front Desk Counter	\$25,000	\$25,000
City of Madera, Public Works Department Sidewalk and ADA Corner Ramp Improvements	\$25,000	\$25,000
*McNally Park Project	\$609,307	\$609,307
Total	\$659,307	\$659,307
*Updated allocation request of remaining capital/public improvement funds.		

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:
 - o 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:

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

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

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

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 N	NO
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and Madera Coalition for Community Justice.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
- 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.
- 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

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.

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.

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"**.

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.

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.

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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 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
- 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 timecards 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.

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.

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

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "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.

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.

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.

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.

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.

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.

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.

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.

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. <u>Notice</u>.

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	Application Type Public Service		
Legal Name of	Madera Coalition for Community		
Organization:	Justice		
Name of Project: Madera \	Name of Project: Madera Youth Leaders Street Art Project		
Street Address/Service Area of Project:	219 S D st		
City: Madera	Zip: 9	Zip: 93638	
Amount Requested for this Project:	\$27,4	\$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

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

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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 it former prominence as a center of community activities. The return of foot traffic has the impact of making the downtown lively, active, attractive, safe and pedestrian friendly which in turn promotes economic activities that translate to jobs and increased property value. In that connection, future directions call for networking with the Madera County Arts Council along with Madera Unified School District to initiate an "Art Hop" that invites local youth street artists to

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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 form 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 MCCI 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

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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

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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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A242&prop=13&status=20

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

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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(st)(2)(f)(A)
 Clients served are primarily and specifically from one of the following groups:
 - Abused children
 - o Battered spouse
 - Ederly persons (62 years of age or older)
 - Illiterate persons
 - Migrant farm workers
 - Handicapped individuals
 - Homeless persons
 - o Persons with AIDS
 - o Client Document Review. 570.208(a)(2)(5)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
 - Income Certification. 570.208(a)(ZXXIVC) 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 meetig the definition of "severely disabled."
 - **Limited Clientele.** 570.208(a)(2)(ii) Microenterprise assistance activity to benefit new and existing microenterprises (five or

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A242&prop=13&status=20

- fewer employees, including owner who is a low-mod person).

 Limited Clientele. 570.208(8)(2)(h) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation 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(8)(2)(h), (a) and (b).
- LMH-Housing Activities. 570.208(8)(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(8)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a fulltime 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 Hern 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.
- 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.

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A242&prop=13&status=20

- 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
- 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.

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A242&prop=13&status=20

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.

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

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

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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.

 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	250
the community who require your services.	250
2. Indicate the Total number of Unduplicated	
Clients you intend to serve during the term of this	250
proposed program/service (12 months).	
3. If this program was funded last year, has there	
been a change in the composition of the target	® Yes
population to be served and/or shift in the	୍ No
geographic target area?	
4. Are income criteria used to establish eligibility for	® Yes
services? (If yes, attach a copy of the documentation	୍ No
to establish income eligibility by household size and	
household gross annual income. Acceptable forms of	
	l

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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?	ା Yes
	(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	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	50
Households	30

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	10
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

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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.

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,

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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.

- Note complaints that have been received, etc. None.
- 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	Tel. Number: 559-802-	
Housing	1683	
Email Address: EddieO@selfhelpenterprises.org		

Name: Ara Kelegian	Title: Principal	
Company/Agency Ripperdan	Tel. Number: 559-	
Community School	674-0059	
Email Address: ararkelegian@maderausd.org		

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A242&prop=13&status=20

	Name: Mattie Mendez	Title: Executive Director		
	Company/Agency CAPMC	Tel. Number: 559-675-		
1	Company/Agency CAPMC	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 supportingdocumentation.

N/A.

How often are financial records audited, and by whom? bienally

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			\$0				
Assistance			40				
Supplies & Materials	\$1,778	\$0	\$1,778				
Equipment			\$0				
Communications	\$420	\$0	\$420				

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City Data Services - Madera

Meetings &	\$1,200	\$0	\$1,200
Convenings			
Travel &	\$900	\$0	\$900
Transportation	\$900	20	\$900
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed	d:		
Subtotal Non-	\$4,298	\$0	\$4,298
Personnel	\$4,298	\$0	\$4,298
Total Personnel	\$24,003	\$0	\$24,003
& Non-Personnel	\$24,003	\$0	\$24,003
Indirect Costs	\$3,400	\$0	\$3,400
TOTAL	\$27,403	\$0	\$27,403
Proposed # of	250		
Persons Served:	250		
Cost per	\$110		
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 maxing@@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

■ Income Certification Form

artofincorp.pdf org_chart_2.pdf

irs_501c3.pdf

2022-budget.pdf auditmcci21.pdf

Program intake policy to be developed

NI / A

N/P

MCCJ Board Cert 5-25-22 CDBG Application for City 0332 001.pdf

Board of Directors List 2022.docx

2022incomeguideline.pdf

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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.

Exhibit C



City of Madera Grants Department Marcela Zuniga Grants Administrator 205 West 4th Street Madera, CA 93637 Phone: 559-661-3692 Email: mzuniga@madera.gov

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	capy this informa	ition to the curren	t report.	
Date:		IDI	S #:				
Agency Name:		PO	#:				
Agency Address							
Program Name:		Gra	nt Year: Report Period:				
Program Description:		_					
Prepared By:		Ph	one #:				
E-mail:							
1. ACCOMPLISHMENTS							
Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	
Income Data - Unduplicated PE NOTE: Income table is pre-filled from Presumed Beneficiary:			v AMI Table				
	Q1	Q2	Q3	Q4 Y	ear-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 Q4 Year-End Total Hisp Hisp ? Hisp Hisp Hisp Served ' Served White 0 0 Black/African American 0 0 0 Asian 0 Amer. Indian/Alaskan 0 0 Native Native Hawaiian/Pacific 0 0 Isl. 0 Amer. Indian/White 0 Asian/White 0 0 Black/White 0 0 Amer. Indian/Black 0 0 Other 0 0 TOTAL 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. Performano	e and	Prog	ress
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You have 2000 characters left.	
 Describe the progress that has been achieved on each activity during this reporting pulphoad charts/tables to show supplemental cumulative numbers if helpful. 	eriod.
You have 2000 characters left.	
rou nave 2000 characters lest.	
2. Program/Project Changes	
a. If you had any significant modifications in your program/project, please describe them	1.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

You have 2000 characters left.	
Program/Project Problems, Challenges, or Concerns Identify any agency problems, challenges, or concerns during this reporting period	1 .
fou have 2000 characters left.	
b. How are your annual performance goals impacted by these problems, challenges,	, or concerns?
fou have 2000 characters left.	
. Program/Project Problems, Challenges, or Concerns	
a. Describe the impact that your program/project has had on clients and the commun program/project's activities benefit your clients and the City of Madera? How did you the number of persons living in poverty? If applicable, how did your program/project for your clients?	r program/project help reduce
You have 2000 characters left.	
 If applicable, how did your agency maintain and/or expand activities to prevent the becoming homeless? 	ose currently housed from

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rale 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 Bours 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).
- Fi. 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. 740) et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- P. Bidding requirements contained in the California Public Contracts Code
- The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it rolates to prohibiting discriminatory action under any activity receiving Federal funds.
- Title VIII of the Civil Rights Act of 1968, (Pub. 1., 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.
- I.. 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 point 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.
- 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. 1., 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.
- Additionally, all conflict requirements noted in 24 CFR \$70.611 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

- 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 \$0. 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 870 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 \$70.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Incligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

Page 3 of 3

Exhibit E

E.S. Department of Housing and Urban Dovelopment COMMUNITY PLANNING AND DEVFLOPMENT

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 (tiraked by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the

Americans With Disabilities Act, and the Architectural Barriers Act

L 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 1873, 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 white recipients mon-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, tecipients 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. Nection 504 of the Rehabilitation Act of 1973

Section 504 of the Rebabilitation 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 henefits of, or he 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 recipionts cosure 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, inatitution organization, or other entity or any porson to which Peteral Financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignce, or transferor 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 excitition that are grantees and subgrantees under the CDBG program, their subrecipients, commutally-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 nomitar compliance of all covered programs, activities, or work performed by their subrecipions, contractors, substintization, 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 in the readily accessible to and usable by persons with disabilities. (24 CFR §8.21(a))

Afterations to facilities -- Part 8 requires to the moximum 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 un existing non-housing facility need not be made accessible, if doing so, would inquire undue financial and administrative burdens on the operation of the recipients program or setivity. (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 to readily accessible to and usable by persons with disabilities, (24 CPR §5.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and anothe 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 CPR §8.21(e)(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 necessare the benefits and services of the program. (24 CPR, §8.21(e)(III))

Historic Preservation - Recipients are not required to take any estimathat would need tin a substantial impairment of significant historic features of an listoric preparty, However, in such cases where a physicial afteration is not required, the recipient is still obligated to use alternative ments to achieve program accessibility, including using audio visual materials and devices to depict those portions of

Page 2 of 7

as historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through pordions of historic properties that cannot be made accessible, or otherwise excepting other limevative methods so that individuals with disabilities can still benefit from the program. (74CFR \$8,21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of focilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is desented to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and ecoping requirements of VFAS where substantially equivalent or greater accessibility and assibility is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Obsubution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via 1TY 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 in do this by complying with the stricter requirement, however, it is also important to ensure that meeting the surferer requirement also meets both the scoping and technical requirements of overlooping laws or standards.

Employment

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

Section 504 Self Evaluations

The Section 504 regulations required neighbors of Fiederal financial assistance to conduct a self-evaluation of their policies and practices to defect their financial assistance with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. Title 11 of the ALIA Imposed this requirement on all covered public entitles. The ADA regulations required that ADA self-evaluations be completed by January 26, 1993, although those public entities that had a'ready 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-evolutation continues to be an excellent management that for ensuring that a recipient's correct policies and procedures comply with the requirements of Section 504 and the ADA,

Involving persons with disabilities in the self-avaluation process is very heneficial. 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 occasibility standards.

Page 3 of 7

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

- Evaluate current publicles and practices and analyze them to determine if they odversely
 affect the full participation of individuals with disabilities in its programs, activities and
 acryices. 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 to exampliance with Section 504 or Title III and Title III of the ADA regulations. (See 24 CER Part 8 and 28 CER 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.
- Decument the self-evaluation process and activities. The Department recummends 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 as 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 to their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

UI. The Americans With Bisabilities Act of 1998.

The Americant With Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommendations, transportation, State and local government services, and following activities receiving Federal financial assistance, the ADA applies over if no Federal financial assistance is given.

The U.S. Department of Tractice softment Tig'es I, II, and (II of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

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

These can be obtained at the REOC web site www.ceoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Page 4 of 7

Title II prohibits discrimination based on distillity by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, Incal governments and other cutties 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)) Pacilities constructed or altered in contormance with either UFAS or the ADA Accessibility Goidelines for Buildings and Facilities (ADAA(t)) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the clewater exception contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAA(t) shall not apply. (28CFR §35.151 (e))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedespilan walkways must contain ourb samps or other sloped areas at any intersection having purbs or other barriers to entry from a street level or pedestrian walkways and frost all newly constructed or abstreet street level pedestrian walkways must have ourb ramps or intersections. Newly constructed or abstreet level pedestrian walkways must contain ourb ramps or other sloped areas at intersections to streets, or nighways. (280FR §35.151 (a))

The Title II regulations required that by January 26, 1993, public critics (State or local governments) conduct a self-evaluation to review their ourcant policies and practices to identify and correct any requirements that were not consistent with the regulation. Public critics 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 critity had already completed a self-evaluation ender Section 504 of the Rehabilitation Act, then the ADA only required if it do a self-evaluation of those policies and practices that were not included in the provious self-evaluation. (28 CVR §35,105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ads/taprog.htm., and through its ADA Information Line, at 202 514-0301 (volce and 202-514-0393 (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 Towes, and an ADA Guide swittled The ADA and City Governments: Common Problems,

The III proh.blts discrimination based upon disability in places of public accommunication (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 Tide III regulations are found at 25 CFR Part 16. The Department of Justice also inflies technical assistance concerning Tide III through the web page cited above and the ADA Hotline cited above.

Page 5 of 7

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Rotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Art of 1968 (ABA) (42 U.S.C. 4151-4157) requires that dentain buildings financed with Federal funds must be designed, constructed, or altered in secondance with standards that ensure accessibility for presents with physical disabilities. The ABA covers my 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 CFK 570.614) to 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

Putther information concerning compliance with Section 504 may be obtained through the HUD web page (http://www.hud.gov/fke/SIM/sect/384.html). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

	<u>CPD</u>	<u>FHEO</u>
Bostun, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	NSO 240-4800
New York, NY	212 264-077 Lx3422	212 264-1290
Buffalo, NY	716 551-5755 x5H00	716 351-5755
Newark, NJ	573 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pitteburgh, PA	412 644-2999	412 355 3167
Baltimore, MD	410 962-2520 ±3071	410 962-2520
Richmond, VA	804 278-4593 x3729	R14 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 ×1027	205 290-7630
South Florida	305 536-443 l x2223	305 536-447 9
Jacksmville, FL	904 232 1777 ×2136	904 232-1777
San Jean, PR	787 766-5400 x2005	787 766 5400
Laubville, KY	502 982-6163 x214	502 583-6163 x230
Jackson, 618	6U1 965-4700 v3 40	601 965-4780 x2435
Knozville, TN	865545-4391 x121	865 545-4379
Greenshom, NC	336 547-4005	33 6 5 47-4050
Colombia, SC	803 765-5564	803 765-5936
Chleago, 1L	312 353-1696 x2702	312 353-7776
Minneapolia, MN	612 370-3019 x2107	612 370-3185

Page 6 of ?

313 226-7908 a8055	3 1 226-6280	
414 297-1214 x8100	414 297-3214	
614469-5737×8240	614 469 5737 x8170	
317 226-6903 x6790	317 226-7654	
501 324-6975	501 324-6296	
405 553-7569	405 553-7426	
913 551-5485	913 551-3834	
402 492-3181	402 492-3109	
314 539-6524		
504 589-7212 x3047	504 589-7219	
817 978-5934 x5951	817 978-5870	
210 475-6820 x2293	210 475-6885	
505 346-7271 x7361	5415 346-7327	
303 672-5414 x1326	39,3 672-5437	
415 436-6597	415 436-6569	
213 894-8000 x3300	213 694-8000 x3400	
808 522-8180 x264	808 522-8180	
602 379-4754	602 379-6699 5261	
206 220-\$150 x3606	206 220-5170	
503 326-2018	503 326-3349	
603 666-7640 x7633		
907 271-3669		
	713 313-2274	
	414 297-1214 x8100 614 469-5737 x8240 317 226-6303 x6790 501 324-6375 405 553-7569 913 551-5485 402 492-3181 314 539-6524 504 589-7212 x3047 817 978-5934 x3951 210 475-6820 x2293 505 346-7271 x7361 303 672-3414 x1326 415 436-6597 213 894-8030 x3390 808 522-8180 x264 602 379-4754 206 220-5150 x3606 503 326-7018 603 666-7640 x7633	414 297-1214 x8100 414 297-3214 614 469-5737 x8170 317 226-6303 x6790 317 226-7654 501 324-6295 501 324-6296 405 553-7569 405 553-7426 913 551-5485 913 551-5834 402 492-3181 402 492-3189 314 539-6524 314 539-6524 314 539-6322 504 589-7212 x3047 504 589-7212 x3047 507 589-6825 508 589-7212 x3047 509 475-6885 509 475-6885 509 475-5414 x1326 415 436-6569 213 894-8000 x3300 808 522-8180 x364 602 379-4754 602 379-6699 5361 206 220-5170 503 326-70418 503 666-7640 x7633 907 271-3669

Page 7 of 7

RESOLUTION NO	
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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:

- The recitals listed above are true and correct.
- 2. The Council approves the Agreement between the City and Madera Rescue Mission.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- 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

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.

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"**.

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.

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.

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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 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
- 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 timecards 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.

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.

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

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "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.

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.

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.

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.

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.

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.

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.

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

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CDBG 2022/2023 GRANT APPLICATION

PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B - Project/Program Summary

Legal Name of Organization: Name of Project: Homeless Program Street Address/Service Area of Project: City: Madera CA Zip: 93638 Amount Requested for this Project: Amount of Leveraged Funds Available for this Project: Mailing Address: Madera, CA 93638 City: Madera Zip: 93638 City: Madera CA 7161e: Accounting Phone: (559)675-8321 Ext Division of the project of th	Exhibit B - Project/Program Summary			
Organization: Name of Project: Homeless Program Street Address/Service Area of Project: City: Madera CA Amount Requested for this Project: Amount of Leveraged Funds Available for this Project: Mailing Address: Madera, CA 93638 City: Madera City: 93638 City: Madera City: 93638 City: Madera, CA	Application Type	Public Service		
Organization: Name of Project: Homeless Program Street Address/Service Area of Project: City: Madera CA Amount Requested for this Project: Amount of Leveraged Funds Available for this Project: Mailing Address: Madera, CA 93638 City: Madera City: Accounting City: Accountin	Legal Name of	Madara Passua Missian		
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Area of Project: City: Madera CA Amount Requested for this Project: Amount of Leveraged Funds Available for this Project: Mailing Address: Madera, CA 93638 City: Madera Grant Administrator: Ligia Pacheco Phone: (559)675-8321 Ext 223 SAM Number: 197697709 System for Award Management (Formerly, CCR) Number UEI Number: H2DFU4VANDJ4 Program/Project Administrator: Lynda Belmontez Phone: 5596758321 Email: Ibelmontez@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	Street Address/Service	1305 Clinton Street		
Amount Requested for this Project: Amount of Leveraged Funds Available for this Project: Mailing Address:	Area of Project:	1305 Clinton Street		
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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				
Phone: 5596758321 Email:	Administrator: Lynda	Title: Deputy Director		
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	, , ,			
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	Phone: FE067E0221	Email:		
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	Phone: 5596/58321	lbelmontez@maderarescue.org		
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				
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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	Mission' is an ongoing program providing emergency and			
process of being homeless to obtain their permanent housing. Serving more than 3,000 meals monthly as well as				
housing. Serving more than 3,000 meals monthly as well as				
offer a 9 /12 month faith based Recovery Program				
oner a z / 12 monar laten based necovery i rogiani.	offer a 9 /12 month faith b	oased Recovery Program.		

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A227&prop=7&status=20

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.

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A227&prop=7&status=20

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.

- Mark the box below that indicates the national objective met:
- Activities Benefiting Low and Moderate-Income Persons. 570.208(si) LMA-Area Benefit. 570.208(si)(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. Glick Here to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
 - - « 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)(Z(0)XA) Clients served are primarily and specifically from one of the following groups:
 - Abused children
 - Battered spouse
 - Ederly persons (62 years of age or older)
 - Illiterate persons
 - Migrant farm workers
 - Handicapped individuals
 - Homeless persons
 - Persons with AIDS
 - Client Document Review. 570.208(al/2li)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A227&prop=7&status=20

- Income Certification. 570.208(a)(2X(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 meetig 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).
- Climited Clientele. 570.208(a)(ZXM) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation 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)(ZXM), (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 fulltime 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 Cick 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.

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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 necessaries resources to obtain their permanenting 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.

 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

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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 addiction, we have people that come to the Mission to teach our clients in our Recovery Programs & our nightly guest.

 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.

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:

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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 a 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	800
the community who require your services.	800
2. Indicate the Total number of Unduplicated	
Clients you intend to serve during the term of this	200
proposed program/service (12 months).	
3. If this program was funded last year, has there	
been a change in the composition of the target	୍ର Yes
population to be served and/or shift in the	® No
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	୍ର Yes
documentation include two years of tax documents,	® No
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?	□ Yes
(If yes, attach a copy of the fee schedule.)	® No

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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	ł.
Female	40
Male	160
Total	200

Female-Headed	40
Households	40

Ethnic Categories*	Clients
Hispanic or Latino	80
Not-Hispanic or Latino	120
Total	200

Racial Categories*	Clients
American Indian or	00
Alaska Native	80
Asian	14
Black or African	40
American	40
Native Hawaiian or Other	17
Pacific Islander	1/
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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A227&prop=7&status=20

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.

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.

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

We partnership with:

Madera food Bank in distribution of food boxes and the 5Kevent

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: mcwherter.maderafoodbank@gmail.com		

	Title: Executive Director		
Company/Agency CAPMC	Tel. Number: (559)675- 5749		
Email Address: mmendez@maderacap.org			

1	Name: Sara Bosse	Title: Public Health Director
- 17		

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ı	Company/Agency Madera County	Tel. Number:	
	Health Department	(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 supportingdocumentation. 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

16 - 6 - 1 - - - 1 2 1

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	\$0	\$0	\$0			
Personnel	\$0	\$0	\$0			
Non-Personnel						
Move-In			\$0			
Assistance			30			
Supplies &	\$3,000		\$3,000			

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7/7/22.	3:42	PM

City Data Services - Madera

Materials			
Equipment			\$0
Communications			\$0
Meetings &			\$0
Convenings			\$0
Travel &			\$0
Transportation			30
Training			\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed	d: 4		
Utilities	\$20,000		\$20,000
Insurance	\$10,000		\$10,000
Printing	\$1,500		\$1,500
	\$0		\$0
Subtotal Non- Personnel	1 % 3/4 5/11/1	\$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	\$172		
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

Link or Explanation for Missing Attachments

Articles of Incorporation and Bylaws

Organization Chart

Non-Profit Determination Letters, IRS & 501 2022 pdf MRM Financial Statements.pdf State (501.3.c)

MRM Articles of Incorporation Bylaws.pdf MRM Organization Chart.pdf See the up attached file

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A227&prop=7&status=20

12/13

7/7/22, 3:42 PM

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

City Data Services - Madera

See the Up attached file

We are not mandated to have Audited

Financial

MRM Program Intake Polices.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

Ligia Pacheco Submitted By: 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.

Exhibit C



City of Madera Grants Department Marcela Zuniga Grants Administrator 205 West 4th Street Madera, CA 93637 Phone: 559-661-3692 Email: mzuniga@madera.gov

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 informa	ation to the current	t report.
Date:		IDIS	S #:			
Agency Name:		PO	#:			
Agency Address						
Program Name:		Gra	ant Year:	Report	Report Period:	
Program Description:						
Prepared By:		Pho	one #:			
E-mail:						
1. ACCOMPLISHMENTS						
Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
2. Income Data - Unduplicated Pt NOTE: Income table is pre-filled from			v AMI Table			
Presumed Beneficiary:	Q1	Q2	Q3	Q4 \	/ear-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 Year-End Total Characteristic Q1 Q2 Q4 Hisp Hisp ? Hisp Hisp Hisp Served ? Served White 0 0 Black/African American 0 0 0 Asian 0 Amer. Indian/Alaskan 0 0 Native Native Hawaiian/Pacific 0 0 Isl. 0 Amer. Indian/White 0 Asian/White 0 0 Black/White 0 0 Amer. Indian/Black 0 0 Other 0 0 TOTAL 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.	Perf	formance	and	Progress
----	------	----------	-----	----------

Restate your agency's Major Activities and Performance Measures under your contract's So	cope of Work
You have 2000 characters left.	
 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.	
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.	
Program/Project Problems, Challenges, or Concerns Identify any agency problems, challenges, or concerns during this reporting period	1 .
fou have 2000 characters left.	
b. How are your annual performance goals impacted by these problems, challenges,	or concerns?
You have 2000 characters left.	
I. Program/Project Problems, Challenges, or Concerns a. Describe the impact that your program/project has had on clients and the communiprogram/project's activities benefit your clients and the City of Madera? How did your the number of persons living in poverty? If applicable, how did your program/project program your clients?	r program/project help reduce
fou have 2000 characters left.	
b. If applicable, how did your agency maintain and/or expand activities to prevent the becoming homeless?	ose currently housed from

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rale 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 Bours 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).
- Fi. 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).
- F. 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
- The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it rolates to prohibiting discriminatory action under any activity receiving Federal funds.
- Title VIII of the Civil Rights Act of 1968, (Pub. 1., 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.
- I.. 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.
- 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. 1., 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.
- Additionally, all conflict requirements noted in 24 CFR \$70.611 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

- 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 \$0. 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 870 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 HUID for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Incligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

Page 3 of 3

Exhibit E

E.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 (tiraked by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the

Americans With Disabilities Act, and the Architectural Sarriers Act

L 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 1873, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, tecipients 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 Festeral accessibility requirements for housing programs assisted by recipients of CDBG and HOME program funds.

II. Nection 504 of the Rehabilitation Act of 1973

Section 504 of the Rebabilitation 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 henefits of, or he 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 recipionts cosure 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, inatitution organization, or other entity or any porson to which Peteral Financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignce, or transferor 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, commutally-hased development organizations, businesses, and any other entity that neceives 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 nomitar compliance of all covered programs, activities, or work performed by their subrecipionis, contractors, substintization, management agents, etc.

Non-housing Programs

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

Afterations to facilities -- Part 8 requires to the moximum 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 inquire undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity to readily accessible to and usable by persons with disabilities, (24 CPR §5.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and anothe 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 CPR §8.21(e)(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 necessare the benefits and services of the program. (24 CPR, §8.21(e)(III))

Historic Preservation - Recipients are not required to take any estimathat would need tin a substantial impairment of significant historic features of an listoric preparty, However, in such cases where a physicial afteration is not required, the recipient is still obligated to use alternative ments to achieve program accessibility, including using audio visual materials and devices to depict those portions of

Page 2 of 7

as 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 lunevative methods so that individuals with disabilities can still benefit from the program. (74CFR \$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 ecoping requirements of UFAS where substantially equivalent or greater accessibility and estability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Obsubation Center at 1-800-876-746B; deaf, hard of hearing, or speech-impaired persons may access this number via HTY 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 in do this by complying with the stricter requirement, however, it is also important to ensure that meeting the surferer requirement also meets both the scoping and technical requirements of overlooping laws or standards.

Employment

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

Section 504 Self Evaluations

The Section 504 regulations required neighbats 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 11 of the ALIA imposed this requirement on all covered public entitles. The ADA requisitions required that ADA self-evaluations be completed by January 26, 1993, although those public entities that had a ready 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 that for ensuring that a recipient's correct policies and procedures comply with the requirements of Section 504 and the ADA,

Involving persons with disabilities in the self-avaluation process is very heneficial. 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 occasibility standards.

Page 3 of 7

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

- Evaluate current publicles and practices and analyze them to determine if they neversely
 affect the full participation of individuals with disabilities in its programs, activities and
 aervices. 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 to exampliance with Section 504 or Title III and Title III of the ADA regulations. (See 24 CER Part 8 and 28 CER Parts 35, 36.)
- Take appropriate corrective stops to remody 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 medification 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 as 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 to their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

UI. The Americans With Bisabilities Act of 1998.

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

The U.S. Department of fractice enforces [it] es I, II, and (II of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

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

These can be obtained at the REOC web site www.ceoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Page 4 of 7

Title II prohibits discrimination based on distibility by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, Incal governments and other cutties 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)) Pacilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Builtings and Facilities (ADAA(t)) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the clevator exception contained at section 4.1.3(5) and section 4.1.5(1)(j) of ADAA(t) shall not apply. (28CFR §35.151 (e))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedespilan walkways must contain ourb samps or other sloped areas at any intersection having purbs or other barriers to entry from a street level or pedestrian walkways and frost all newly constructed or abstreet street level pedestrian walkways must have ourb ramps or intersections. Newly constructed or abstreet level pedestrian walkways must contain ourb ramps or other sloped areas at intersections to streets, or nighways. (280FR §35.151 (a))

The Title II regulations required that by January 26, 1993, public critics (State or local governments) conduct a self-evaluation to review their ourcant policies and practices to identify and correct any requirements that were not consistent with the regulation. Public critics 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 lift of a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35, (05)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ads/taprog.htm., and through its ADA Information Line, at 202 514-0301 (volce and 202-514-0393 (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 Towes, and an ADA Guide partitled The ADA and City Governments: Common Problems,

The III proh.bits discrimination based upon disability in places of public accumusaistim (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 Tide III regulations are found at 2d CFR Part %. The Department of Justice Resistance concerning Tide III through the web page cited above and the ADA Hottine cited above.

Page 5 of 7

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Rotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Art of 1968 (ABA) (42 U.S.C. 4151-4157) requires that dentain buildings financed with Federal funds must be designed, constructed, or altered in secondance with standards that ensure accessibility for presents with physical disabilities. The ABA covers my 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 CFK 570.614) to 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 304

Putther information concerning compliance with Section 504 may be obtained through the HUD web page (http://www.hud.gov/fke/SIM/sect/384.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.

	CPD	<u>FHEO</u>
Bostun, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	M60 24F-4MFB
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5M00	716 351-5755
Newark, NJ	573 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittoburgh, PA	412 644-2999	412 355 3167
Baldmore, MD	410 962-2520 13071	410 962-2520
Richmond, VA	804 27 5 -4503 ±3729	R14 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 ×1027	205 290-7630
South Florida	305 536-443 x2223	305 536-447 9
Jacksmyille, FL	904 232 1777 ×2136	904 232-1777
San Jean, PR	787 756-5400 x2005	787 766 5400
Laubville, KY	502 982-6163 x214	502 583-6163 x230
Jackson, MS	6U1 965-4700 v3 40	601 965-4780 x2435
Knozville, TN	865545-4391 x 121	865 545-4379
Greenshoto, NC	336 \$47-4005	33 6 5 47-4050
Colombia, SC	803 765-5564	803 765-5936
Chleago, 1L	312 353-1696 x2702	312 353-7776
Minneapolia, MN	612 370-3019 ×2107	612 370-3185

Page 6 of ?

313 226-7908 x8055	3 1 226-6280	
414 297-1214 x8100	414 297-3214	
614469-5737×8240	614 469 5737 x8170	
317 226-6903 x6790	317 226-7654	
501 324-6975	501 324-6296	
405 553-7569	405 553-7426	
913 551-5485	913 551-3834	
402 492-3181	402 492-3109	
314 539-6524		
504 589-7212 x3047	504 589-7219	
817 978-5934 x5951	817 978-5870	
210 475-6820 x2293	210 475-6885	
505 346-7271 x7361	5415 346-7327	
303 672-3414 x1326	39,3 672-5437	
415 436-6597	415 436-6569	
213 894-8000 x3300	213 694-8000 x3400	
808 522-8180 x264	808 522-8180	
602 379-4754	602 379-6699 5261	
206 220-\$150 x3606	206 220-5170	
503 326-2018	503 326-3349	
603 666-7640 x7633		
907 271-3669		
	713 313-2274	
	414 297-1214 x8100 614 469-5737 x8240 317 226-6303 x6790 501 324-6375 405 553-7569 913 551-5485 402 492-3181 314 539-6524 504 589-7212 x3047 817 978-5934 x3951 210 475-6820 x2293 505 346-7271 x7361 303 672-3414 x1326 415 436-6597 213 894-8030 x3390 808 522-8180 x264 602 379-4754 206 220-5150 x3606 503 326-7018 603 666-7640 x7633	414 297-1214 x8100 414 297-3214 614 469-5737 x8170 317 226-6303 x6790 317 226-7654 501 324-6295 501 324-6296 405 553-7569 405 553-7426 913 551-5485 913 551-5834 402 492-3181 402 492-3189 314 539-6524 314 539-6524 314 539-6322 504 589-7212 x3047 504 589-7212 x3047 507 589-6825 508 589-7212 x3047 509 475-6885 509 475-6885 509 475-5414 x1326 415 436-6569 213 894-8000 x3300 808 522-8180 x364 602 379-4754 602 379-6699 5361 206 220-5170 503 326-70418 503 666-7640 x7633 907 271-3669

Page 7 of 7

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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and O.L.I.V.E. Charitable Organization.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
- 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

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.

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"**.

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.

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.

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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 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
- 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 timecards 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.

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.

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"**.

Conflict of Interest

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

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "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.

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.

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.

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.

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.

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.

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.

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.

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. <u>Notice</u>.

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

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CDBG 2022/2023 GRANT APPLICATION

PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B - Project/Program Summary

Application Type		olic Service	
Legal Name of Organization:	O.L	.I.V.E. Charitable Organization	
Name of Project: The Beni	nett	House	
Street Address/Service Area of Project:	162	25 HOWARD RD. #170	
City: MADERA	Zip	: 93637	
Amount Requested for this Project:		7,400	
Amount of Leveraged Funds Available for this Project:	\$0		
Mailing Address:		Madera, CA 93637	
City: Madera		Zip: CA	
Grant Administrator : Apr Molina	il	Title: Operations Director	
Phone: 5597068455		Email: olivemadera2015@gmail.com	
SAM Number: 080412573 System for Award			
Management (Formerly, C	CR)	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/Organization	ona	l Structure Non-Profit	
		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

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1/15

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

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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.

- 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. CIRCK HORSE 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

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and specifically from one of the following groups:

- Abused children
- Battered spouse
- Ederly persons (62 years of age or older)
- Illiterate persons
- o Migrant farm workers
- Handicapped individuals
- Homeless persons
- o Persons with AIDS
- Client Document Review. 570.208(a)(2)(1)(1)) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
- 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 meetig 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).
- Climited Clientele. 570.208(a)(2)(br) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation 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)(br), (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.
- o LMJ-Jobs Activities. 570,208(8)(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 Cick Here for the regulations and criteria.

□ Urgent Need. 570,208(c) Community development activities having an

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4/15

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

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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.

 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

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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 exit. 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 out 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

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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.

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.

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

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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.

 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.

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CLIENT POPULATION	
1. Indicate the total number of potential clients in	250
the community who require your services.	230
2. Indicate the Total number of Unduplicated	
Clients you intend to serve during the term of this	19
proposed program/service (12 months).	
3. If this program was funded last year, has there	
been a change in the composition of the target	୍ Yes
population to be served and/or shift in the	® No
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	୍ Yes
,	® No
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?	୍ Yes
(If yes, attach a copy of the fee schedule.)	® 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	

GENDEF	ł
Female	19
Male	
Total	19

Female-Headed	2
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

American Indian or	1
Alaska Native	
Asian	2
Black or African	10
American	10
Native Hawaiian or Other	0
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"

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A238&prop=14&status=20

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.

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.

- Note complaints that have been received, etc. We have not received any complaints.
- 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:

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- 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: akbenne	ett1985@yahoo.com

Name: Mike Farmer	Title: Chaplain/Pastor
Company/Agency 4th Street	Tel. Number: 559-
Church of God	706-4202
Email Address: mfarmer@four	rthstreet.org

Name: Debra Rush	Title: Director			
Company/Agency Breaking	Tel. Number: 559-			
the Chains	283-0065			
Email Address: debra@btcfresno.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 supportingdocumentation. 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? \circ

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

We have no outstanding obligations.

Budget Line Item	Madera	Other Funding	Program Total
Personnel Lines ne	eded:		
Benefits		-	\$0
Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Move-In	Non-Personner		
Assistance			\$0
Supplies &			
Materials			\$0
Equipment			\$0
Communications			\$0
Meetings &			ė.o.
Convenings			\$0
Travel &	\$2,000		¢2 000
Transportation	\$3,000		\$3,000
Training			\$0
Consulting	\$6,000		\$6,000
Evaluation			\$0
Other Lines needed	d: 3		
Rent for Safe House in Madera	\$15,000		\$15,000
Food/Clothing for Tenants	\$7,800	<i>(</i>	\$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

(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 maxinga@madera.oox 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 Incorporationpdf 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
Othe House Lability Waiver 2021.pdf
Tenant, Rules for Safe House.pdf
Drug Test Results Form.pdf
Contact Report 1,pdf

Not board certified

Not board certified
Board of Directors.pdf

Program Timeline.pdf

Pledge to Stop Trafficking MOU SIGNED BY OLIVE.odf Support Letter from Mike Farmer.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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A238&prop=14&status=20

Exhibit C



City of Madera Grants Department Marcela Zuniga Grants Administrator 205 West 4th Street Madera, CA 93637 Phone: 559-661-3692 Email: mzuniga@madera.gov

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 o	copy this informa	tion to the current	t report.	
Date: Agency Name: Agency Address Program Name:		PO	S #: #: ant Year:	Report	Period:		
Program Description: Prepared By: E-mail:		Phone #:					
1. ACCOMPLISHMENTS						Year-End	Т
Measures	Goal	Q1	Q2	Q3	Q4	Total	_
2. Income Data - Unduplicate	ed PERSONS Se	rved <u>View</u>	AMI Table				
NOTE: Income table is pre-filled Presumed Beneficiary:	d from Race/Ethnic	ity					
	Q1	Q2	Q3	Q4 Y	ear-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 Q4 Year-End Total Hisp ? Hisp Hisp Hisp Hisp Served 3 Served White 0 0 Black/African American 0 0 0 Asian 0 Amer. Indian/Alaskan 0 0 Native Native Hawaiian/Pacific 0 0 Isl. 0 Amer. Indian/White 0 Asian/White 0 0 Black/White 0 0 Amer. Indian/Black 0 0 Other 0 0 TOTAL 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. Performano	e and	Prog	ress
---------------	-------	------	------

You have 2000 characters left.	
 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. 	

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

You have 2000 characters left.	
Program/Project Problems, Challenges, or Concerns Identify any agency problems, challenges, or concerns during this reporting period	1 .
fou have 2000 characters left.	
b. How are your annual performance goals impacted by these problems, challenges,	or concerns?
You have 2000 characters left.	
I. Program/Project Problems, Challenges, or Concerns a. Describe the impact that your program/project has had on clients and the communiprogram/project's activities benefit your clients and the City of Madera? How did your he number of persons living in poverty? If applicable, how did your program/project for your clients?	r program/project help reduce
fou have 2000 characters left.	
 If applicable, how did your agency maintain and/or expand activities to prevent the becoming homeless? 	ose currently housed from

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rale 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 Bours 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).
- Fi. 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).
- F. 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
- The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- Title VI of the Civil Rights Act of 1964 (Pub. I.. 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.
- I.. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- 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. 1., 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.
- Additionally, all conflict requirements noted in 24 CFR \$70.611 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

- 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 \$0. 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 870 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 HTID 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 Debarmont, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

Page 3 of 3

Exhibit E

E.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 Granters Notice CPD- 00-10

Issued: December 26, 2000 Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs (tiraked by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the

Americans With Disabilities Act, and the Architectural Barriers Act

L 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 CPR Part 8), the Americans with Disabilities Act (ADA) and its implementing regulations (28 CPR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CPR Parts 40, 41) in connection with recipients' non-bousing programs. This Notice describes key compliance elements for non-bousing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

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

II. Nection 504 of the Nebabilitation Act of 1973

Section 504 of the Rebabilitation 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 henefits of, or he 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 recipionts cosure 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, inatitution organization, or other entity or any porson to which Peteral Financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignce, or transferor 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, commutally-hased 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 nomitar compliance of all covered programs, activities, or work performed by their subrecipions, contractors, substintization, management agents, etc.

Non-housing Programs

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

Afterations to facilities -- Part 8 requires to the moximum 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 inquire undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity to readily accessible to and usable by persons with disabilities, (24 CPR §5.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and anothe 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 CPR §8.21(e)(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 necessare the benefits and services of the program. (24 CPR, §8.21(e)(III))

Historic Preservation - Recipients are not required to take any estimathat would need tin a substantial impairment of significant historic features of an listoric preparty, However, in such cases where a physicial afteration is not required, the recipient is still obligated to use alternative ments to achieve program accessibility, including using audio visual materials and devices to depict those portions of

Page 2 of 7

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 limewative mathods so that individuals with disabilities can still benefit from the program. (74CFR \$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 ecoping requirements of UFAS where substantially equivalent or greater accessibility and assimility is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Obsulpation Center at 1-800-767-7458; deaf, hard of hearing, or speech-impaired persons may access this number via HTY 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 in do this by complying with the stricter requirement, however, it is also important to ensure that meeting the surferer requirement also meets both the scoping and technical requirements of overlooping laws or standards.

Employment

Section 504 also probibits discritoloation based upon disability in employment. See 24 CFR Part 8, Subpart 8.

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 detectable if they were consistent with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. Title 11 of the ADA imposed this requirement on all covered public entitles. The ADA regulations required that ADA self-evaluations be completed by January 26, 1993, although throu public entities that had a'ready 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-evolutation continues to be an excellent management that for ensuring that a recipient's correct policies and procedures comply with the requirements of Section 504 and the ADA,

Involving persons with disabilities in the self-avaluation process is very heneficial. 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 occasibility standards.

Page 3 of 7

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

- Evaluate current publicies and practices and analyze them to determine if they odversely
 affect the full participation of individuals with disabilities in its programs, activities and
 acryices. 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 to exampliance with Section 504 or Title III and Title III of the ADA regulations. (See 24 CER Part 8 and 28 CER Parts 35, 36.)
- Take appropriate corrective stops to remody 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 medification 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 recummends 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 as 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 to their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

UI. The Americans With Bisabilities Act of 1998.

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

The U.S. Department of Jistice suffrees Titles I, II, and (II of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

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

These can be obtained at the REOC web site www.ceoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Page 4 of 7

Title II prohibits discrimination based on distibility by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, Incal governments and other cutties 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)) Pacilities constructed or altered in contormance with either UFAS or the ADA Accessibility Goidelines for Buildings and Facilities (ADAA(t)) (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 4.1.3(5) and section 4.1.6(1)(j) of ADAA(t) shall not apply. (28CFR §35.151 (e))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedespilan walkways must contain ourb samps or other sloped areas at any intersection having purbs or other barriers to entry from a street level or pedestrian walkways and frost all newly constructed or abstreet street level pedestrian walkways must have ourb ramps or intersections. Newly constructed or abstreet level pedestrian walkways must contain ourb ramps or other sloped areas at intersections to streets, or nighways. (280FR §35.151 (a))

The Title II regulations required that by January 26, 1993, public critics (State or local governments) conduct a self-evaluation to review their ourcant policies and practices to identify and correct any requirements that were not consistent with the regulation. Public critics 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 ender Section 504 of the Rehabilitation Act, then the ADA only required lift of a self-evaluation of those policies and gractices that were not included in the previous self-evaluation, (28 CFR §35, (05)).

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ads/taprog.htm., and through its ADA Information Line, at 202 514-0301 (volce and 202-514-0393 (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 Towes, and an ADA Guide swittled The ADA and City Governments: Common Problems,

The III proh.bits discrimination based upon disability in places of public accumusaistim (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 Tide III regulations are found at 2d CFR Part %. The Department of Justice Resistance concerning Tide III through the web page cited above and the ADA Hottine cited above.

Page 5 of 7

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Rotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Art of 1968 (ABA) (42 U.S.C. 4151-4157) requires that dentain buildings financed with Federal funds must be designed, constructed, or altered in secondance with standards that ensure accessibility for presents with physical disabilities. The ABA covers my 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 CFK 570.614) to 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

Putther information concerning compliance with Section 504 may be obtained through the HUD web page (http://www.hud.gov/fke/SIM/sect/384.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.

	CPD	<u>FHEO</u>
Bostun, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	860 24F-480B
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5H00	716 551-5755
Newark, NJ	573 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pitteburgh, PA	412 644-2999	412 355 0167
Baltimore, MD	410 962-2520 ±3071	410 962-2520
Richmond, VA	804 278-4503 x3729	R14 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 ×1027	205 290-7630
South Florida	305 536-443 x2223	305 536-4479
Jacksmyille, FL	904 232 1777 ×2136	904 232-1777
San Jean, PR	787 766-5400 x2005	787 766 5400
Laubville, KY	502 982-6163 x214	502 583-6163 x230
Jackson, MS	6U1 965-4700 v3 40	601 965-4700 x2435
Knozville, TN	865545-4391 x121	86 5 54 5 -4379
Greenshom, NC	336 \$47-4005	336 547-4050
Columbia, SC	803 765-5564	803 765-5936
Chicago, 1L	312 353-1696 x2702	312 353-7776
Minneapolia, MN	612 370-3019 ×2107	612 370-3185

Page 6 of ?

Detroit, MI	313 226-7908 x8055	1 1 226-6280
Milwaukee, W1	414 297-1214 x8100	414 297-3214
Columbus, OH	614469-5737×8240	614 469 5737 ×8170
Indianapolis, IN	317 226-6903 x6790	317 226-7654
Little Rock, AK	501 324-6975	501 324-6296
Oklahama City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omnha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 ×5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6B85
Allmquerque, NM	505 346-7271 x7361	5415 346-7327
Denver, CO	303 672-5414 x1326	30,3 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 694-8000 x3400
Hanalulu, EIC	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Scattle, WA	206 220-5150 x3606	206 220-1170
Portland, OR	503 326-7018	503 326-3349
Manchester, NB	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houstoll, TX	-	713 313-2274

Page 7 of 7

RESOLUTION	NO
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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:

- The recitals listed above are true and correct.
- 2. The Council approves the Agreement between the City and Pequenos Empresarios.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- 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

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.

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.

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"**.

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.

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.

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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 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
- 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 timecards 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.

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.

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

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "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.

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.

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.

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.

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.

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.

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. <u>Notice</u>.

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:	By: Pequenos Empresarios
Date:	Date:
ATTEST:	APPROVED AS TO LEGAL FORM:
By:	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

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CDBG 2022/2023 GRANT APPLICATION

PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B - Project/Program Summary

Application Type	plication Type Public Service		
Legal Name of Organization:	Pequenos Empresarios		
Name of Project: Ninos en	n Accion		
Street Address/Service Area of Project:	16905 Road 26 Suite 103		
City: Madera	Zip: 93	3638	
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 : Bere Solis	enice	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

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.

- 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
- 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:

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- o 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. Glick Hore to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
- LMC-Limited Clientele. 570,208(8)(2).
 - 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)(ZUI)(A) Clients served are primarily and specifically from one of the following groups:
 - Abused children
 - Battered spouse
 - Ederly persons (62 years of age or older)
 - Illiterate persons
 - Migrant farm workers
 - Handicapped individuals
 - o Homeless persons
 - Persons with AIDS
 - Client Document Review. 570.208(a)(2)(j)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
 - Income Certification. 570.208(a)(2X(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 meetig 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).
 - and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less

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- than under limited circumstances under 24 CFR 570.208(a)(2)(b), (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 CEICK Here for the regulations and criteria.

- Urgent Need. <u>570.208(c)</u> 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,

https://www.citydataservices.net/cities/maderca/app2022arc.pt?rpt=A232&prop=103&status=20

Latino Community Foundation, Latino Giving Circle, Vaccinate all 58, New York Life.

- **At the moment we are not committed to any funders**
- 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 expanded our services outside of out 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,

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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 Pequenos 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 out community.

CLIENT POPULATION	
1. Indicate the total number of potential clients in	28,541
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	500
proposed program/service (12 months).	
3. If this program was funded last year, has there	
been a change in the composition of the target	® Yes
population to be served and/or shift in the	୍ No
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,	ା No
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?	ା Yes
(If yes, attach a copy of the fee schedule.)	® No
Please explain your answer to #3 above. Limit your	

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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	l
Female	300
Male	200
Total	500

Female-Headed	20
Households	30

Ethnic Categories*	Clients
Hispanic or Latino	500
Not-Hispanic or Latino	0
Total	500

Racial Categories*	Clients
American Indian or	0
Alaska Native	l "
Asian	0
Black or African	0
American	U 0
Native Hawaiian or Other	
Pacific Islander	U U
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

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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.

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.

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- Note complaints that have been received, etc. No complaints received.
- 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	Tel. Number: 559-681-	
Wealth	9838	
Email Address: emlen@gennextwealth.com		

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

Name: Dora Westerlund	Title: CEO
Company/Agency Fresno Area	Tel. Number: 559-
Hispanic Foundation	577-2975
Email Address: dwesterlund@fresnodbh.org	

SPONSORING AGENCY MANAGEMENT:

CORPORATION DIRECTORS:

How often does the Board meet? 1 / Month

What was the average number of Board members attending

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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 supportingdocumentation. 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 ne	eded:		
Benefits			\$0

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Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Move-In	Non-Personner		ė.o
Assistance			\$0
Supplies &	¢7.025		¢7.025
Materials	\$7,925		\$7,925
Equipment			\$0
Communications	\$4,186		\$4,186
Meetings &			\$0
Convenings	-		\$0
Travel &			\$0
Transportation			
Training	\$0		\$0
Consulting			\$0
Evaluation			\$0
Other Lines needed	d: 7		
Payroll	\$30,000		\$30,000
workshops	\$8,600	7	\$8,600
graduations	\$6,000		\$6,000
Utilities	\$2,514		\$2,514
insurance	\$2,913		\$2,913
Teachers &	\$17,100		\$17,100
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	500		
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!

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A232&prop=103&status=20

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 maxinga@meadera.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
- $\hfill \square$ 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_c368,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_farm340.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 Resport Please submit a preject burbest

Exhibit C



City of Madera Grants Department Marcela Zuniga Grants Administrator 205 West 4th Street Madera, CA 93637 Phone: 559-661-3692 Email: mzuniga@madera.gov

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	capy this informa	ition to the curren	t report.	
Date:		IDI	S #:				
Agency Name:		PO	#:				
Agency Address							
Program Name:		Gra	ant Year:	Report	Period:		
Program Description:		_					
Prepared By:		Ph	one #:				
E-mail:							
1. ACCOMPLISHMENTS							
Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	
Income Data - Unduplicated PE NOTE: Income table is pre-filled from Presumed Beneficiary:			v AMI Table				
	Q1	Q2	Q3	Q4 Y	ear-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 Q4 Year-End Total Hisp Hisp ? Hisp Hisp Hisp Served 3 Served White 0 0 Black/African American 0 0 0 Asian 0 Amer. Indian/Alaskan 0 0 Native Native Hawaiian/Pacific 0 0 Isl. 0 Amer. Indian/White 0 Asian/White 0 0 Black/White 0 0 Amer. Indian/Black 0 0 Other 0 0 TOTAL 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. Performano	e and	Prog	ress
---------------	-------	------	------

 Restate your agency's Major Activities and Performance Measures under your control 	ontract's Scope of
You have 2000 characters left.	
 Describe the progress that has been achieved on each activity during this reporti Upload charts/tables to show supplemental cumulative numbers if helpful. 	ng period.
You have 2000 characters left.	
2. Program/Project Changes a. If you had any significant modifications in your program/project, please describe	them.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

ou have 2000 characters left.	
. Program/Project Problems, Challenges, or . Identify any agency problems, challenges, or concerns	
su have 2000 characters left.	
. How are your annual performance goals impacted by t	hese problems, challenges, or concerns?
Program/Project Problems, Challenges, or Describe the impact that your program/project has had rogram/project's activities benefit your clients and the Cine number of persons living in poverty? If applicable, how	
	on clients and the community - e.g., How did your ty of Madera? How did your program/project help reduce
Program/Project Problems, Challenges, or a. Describe the impact that your program/project has had program/project's activities benefit your clients and the Cit he number of persons living in poverty? If applicable, how or your clients?	on clients and the community - e.g., How did your ty of Madera? How did your program/project help reduce widd your program/project provide economic opportunities

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rale 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 Bours 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).
- Fi. 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.).
- P. Bidding requirements contained in the California Public Contracts Code
- The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it rolates 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.
- I.. 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.
- 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. 1., 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.
- Additionally, all conflict requirements noted in 24 CFR \$70.611 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

- 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 \$0. 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 870 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 HUID 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, Incligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

Page 3 of 3

Exhibit E

E.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 (tiraked by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the

Americans With Disabilities Act, and the Architectural Sacriers Act

L 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 1873, 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 recipiants non-bousing programs. This Notice describes key compliance elements for non-bousing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance.

Applicability

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

Meeting SIM of the Nebabilitation Act of 1973

Section 504 of the Rebabilitation 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 henefits of, or he subjected to discrimination under any program or activity requiring Federal financial exsistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Page 1 of 7

Part 8 requires that recipionts cosure 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, inatitution organization, or other entity or any porson to which Peteral Financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignce, or transferor 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 excitition that are grantees and subgrantees under the CDBG program, their subrecipients, commutally-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 nomitar compliance of all covered programs, activities, or work performed by their subrecipionis, contractors, substintization, management agents, etc.

Non-housing Programs

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

Afterations to facilities — Part 8 requires to the moximum 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 un existing non-housing facility need not be made accessible, if doing so, would inquire undue financial and administrative funders on the operation of the recipients program or setivity. (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 to readily accessible to and usable by persons with disabilities, (24 CPR §5.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and anothe 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 CPR §8.21(e)(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 necessare the benefits and services of the program. (24 CPR, §8.21(e)(III))

Historic Preservation - Recipients are not required to take any estimathat would need tin a substantial impairment of significant historic features of an listoric preparty, However, in such cases where a physicial afteration is not required, the recipient is still obligated to use alternative ments to achieve program accessibility, including using audio visual materials and devices to depict those portions of

Page 2 of 7

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 limewative mathods so that individuals with disabilities can still benefit from the program. (74CFR \$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 easy depart from particular technical and scoping requirements of FrAS where substantially equivalent or greater accessibility and esability is provided. (24 CFR §6.2) For capies of UFAS, contact the ITUD Distribution Center at 1-800-77-7458; deaf, hard of hearing, at speech-impaired persons may access this number via ITY by calling the Federal Information Relay Sarvice 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 in do this by complying with the stricter requirement, however, it is also important to ensure that meeting the surferer requirement also meets both the scoping and technical requirements of overlooping laws or standards.

Employment

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

Section 504 Self Evaluations

The Section 504 regulations required radiplents of Federal financial assistance to conduct a self-evaluation of their policies and practices to detectable if they were consistent with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. Title 11 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 through this upublic cutifies that had a'ready 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-evolutation continues to be an excellent management that for ensuring that a recipient's correct policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-avaluation process is very heneficial. 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 occasibility standards.

Page 3 of 7

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

- Evaluate current publicles and practices and analyze them to determine if they neversely
 affect the full participation of individuals with disabilities in its programs, activities and
 aervices. 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 to exampliance with Section 504 or Title III and Title III of the ADA regulations. (See 24 CER Part 8 and 28 CER Parts 35, 36.)
- Take appropriate corrective stops to remody 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 recummends 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 as 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 to their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

UI. The Americans With Bisabilities Act of 1998.

The Americant With Disabilities Act of 1990 (ADA) government agual opportunities for persons with disabilities in employment, public accommendations, transportation, State and local government services, and following munications. Unlike Section 504 which applies only to programs and activities receiving Federal forancial assistance, the ADA applies over if no Federal forancial assistance is given.

The U.S. Department of Jistice suffrees Titles I, II, and (II of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

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

These can be obtained at the REOC web site www.ceoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Page 4 of 7

Title II prohibits discrimination based on distibility by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, Incal governments and other cutties 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)) Pacilities constructed or altered in contormance with either UFAS or the ADA Accessibility Goidelines for Buildings and Facilities (ADAA(t)) (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 4.1.3(5) and section 4.1.6(1)(j) of ADAA(t) shall not apply. (28CFR §35.151 (e))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedespilan walkways must contain ourb samps or other sloped areas at any intersection having purbs or other barriers to entry from a street level or pedestrian walkways and frost all newly constructed or abstreet street level pedestrian walkways must have ourb ramps or intersections. Newly constructed or abstreet level pedestrian walkways must contain ourb ramps or other sloped areas at intersections to streets, or nighways. (280FR §35.151 (a))

The Title II regulations required that by January 26, 1993, public critics (State or local governments) conduct a self-evaluation to review their ourcant policies and practices to identify and correct any requirements that were not consistent with the regulation. Public critics 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 ender Section 504 of the Rehabilitation Act, then the ADA only required lift of a self-evaluation of those policies and gractices that were not included in the previous self-evaluation, (28 CFR §35, (05)).

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ads/taprog.htm., and through its ADA Information Line, at 202 514-0301 (volce and 202-514-0393 (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 Towes, and an ADA Guide swittled The ADA and City Governments: Common Problems,

The III proh.blts discrimination based upon disability in places of public accumulation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whicher the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also refers technical assistance concerning Title III through the web page cited above and the ADA Hottine cited above.

Page 5 of 7

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Rotline 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 halidings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for presents with physical disabilities. The ABA covers my building or facility financed in whole or in part with Federal funds, except privately-conned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and most comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) to 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 304

Putther information concerning compliance with Section 504 may be obtained through the HUD web page (http://www.hud.gov/fke/SIM/sect/384.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.

	CPD	<u>FHEO</u>
Bostun, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	M60 24F-4MFB
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5M00	716 351-5755
Newark, NJ	573 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pitteburgh, PA	412 644-2999	412 355 3167
Baldmore, MD	410 962-2520 13071	410 962-2520
Richmond, VA	804 278-4503 x3729	R14 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 ×1027	205 290-7630
South Florida	305 536-443 x2223	305 536-447 9
Jacksmyille, FL	904 232 1777 ×2136	904 232-1777
San Jean, PR	787 756-5400 x2005	787 766 5400
Laubville, KY	502 982-6163 x214	502 583-6163 x230
Jackson, MS	6U1 965-4700 v3 40	601 965-4780 x2435
Knozville, TN	865545-4391 x 121	865 545-4379
Greenshoto, NC	336 \$47-4005	33 6 5 47-4050
Colombia, SC	803 765-5564	803 765-5936
Chleago, 1L	312 353-1696 x2702	312 353-7776
Minneapolia, MN	612 370-3019 ×2107	612 370-3185

Page 6 of ?

Detroit, MI	313 226-7908 x8055	1 1 226-6280
Milwaukee, W1	414 297-1214 x8100	414 297-3214
Columbus, OH	614469-5737×8240	614 469 5737 ×8170
Indianapolis, IN	317 226-6903 x6790	317 226-7654
Little Rock, AK	501 324-6975	501 324-6296
Oklahama City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omnha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 ×5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6B85
Allmquerque, NM	505 346-7271 x7361	5415 346-7327
Denver, CO	303 672-5414 x1326	30,3 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 694-8000 x3400
Hanalulu, EIC	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Scattle, WA	206 220-5150 x3606	206 220-1170
Portland, OR	503 326-7018	503 326-3349
Manchester, NB	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houstoll, TX	-	713 313-2274

Page 7 of 7

RESOI	LUTION	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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and Madera Coalition for Community Justice.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- 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.
- 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

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.

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"**.

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.

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.

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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 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
- 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 timecards 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.

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.

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

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "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.

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.

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.

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.

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.

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.

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.

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. <u>Notice</u>.

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	pplication Type Public Service		
Legal Name of	Made	Madera Coalition for Community	
Organization:	Justice		
Name of Project: Madera I	Name of Project: Madera Rental Assistance Project (MRAP)		
Street Address/Service Area of Project:	219 S D st		
City: Madera	Zip: 9	3638	
Amount Requested for this Project:	\$86,8	\$86,825	
Amount of Leveraged Funds Available for this Project:	\$0		
Mailing Address:		Madera, CA 93638	
City: 559 416-7401		Zip:	
Grant Administrator : Balo Moy	lwin	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

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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 monthto-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

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(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.

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.

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

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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 12months. It's predictable that they will encounter financial hardships.) MRAP affords MCCI 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

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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

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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 caseby-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.

- Payment of assistance will stop the eviction process and allow the family to remain in the home.
- Applicant has explored the potential of entering into repayment plan to extinguish arrearages in order to reduce the amount of assistance payment needed.
- No current income and/or savings.
- Likelihood of re-employment or future employment or receipt of other income sources.
- Ineligible for federal stimulus or state funds.
- Ability to come up with matching funds to reduce the amount of assistance needed.
- Likelihood of success in remaining housed or finding new housing if assistance is provided.
- Imminent of loss of housing.
- 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

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community. Use media (Univision and Radio Bilingue) to outreach to Spanish-speaking families

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

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

There are important indicators that will measure the number of applicants reached and served. A scoring rubric will be developed to allow staff to score each application to determine award of grant. Information from each application will be entered on to a tally sheet review by program manager and provided to the City upon request for purposes of ongoing monitoring of program.

- 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 Harea 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)(Z(I)(XA)) Clients served are primarily and specifically from one of the following groups:
 - Abused children
 - Battered spouse

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- Ederly 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)(f)(b)
 Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
- 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 meetig 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).
- Climited Clientele. 570.208(a)(2)(b) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation 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)(b), (a) and (b).
- LMH-Housing Activities. \$70.208(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(8)(4) An activity designed to create or retain permanent jobs where at least of which, computed on a fulltime 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 Circk 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.

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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

 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.

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The pandemic really tamped things down in terms of faceto-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 no 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)

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"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).

MCCI 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	
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	250
proposed program/service (12 months).	
3. If this program was funded last year, has there	
been a change in the composition of the target	ା Yes
population to be served and/or shift in the	® No
geographic target area?	
4. Are income criteria used to establish eligibility for	Yes
services? (If yes, attach a copy of the documentation	

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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?	ା Yes
(If yes, attach a copy of the fee schedule.)	® 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	60
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	20
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

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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?

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A241&prop=12&status=20

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 mantained.

- Note complaints that have been received, etc. None.
- 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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A241&prop=12&status=20

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	Tel. Number: 559-802-	
Housing	1683	
Email Address: EddieO@selfhelpenterprises.org		

Name: Ara Kelegian	Title: Principal	
Company/Agency Ripperdan	Tel. Number: 559-	
Community School	674-0059	
Email Address: arakelegian@maderausd.org		

Name: Mattie Mendez	Title: Executive Director		
Company/Agency Community	Tel. Number:		
Action Partnership Madera County	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 supportingdocumentation.

N/A.

How often are financial records audited, and by whom? bienally

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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A241&prop=12&status=20

Budget Line Item			-
Personnel Lines ne	eded: 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
Move-In	Non-Personnel		
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	d: 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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A241&prop=12&status=20

box. If you are unable to upload any of the attachments, contact Marcela Zuniga at 559-661-3692 or maximiga@madera.gov at least one day prior to the deadline.

OOT-3072 OF mzurigaiginapera gov at 10	ast one day p	nor to the deadinic.			
Attachment Articles of Incorporation and Bylaws		Link or Explanation for Missing Attachments			
		artofincorp.pdf			
Organization Chart	,	org_chart_2;edf			
■ Non-Profit Determination Letters, IRS &		irs_501c3.pdf			
State (501.3.c)					
Most Recent Financial State	ements	2022-budget.pdf			
Most Recent Audit & Findir	ngs, if any	auditmocj21.pdf			
□ Program Intake Policies □ Client Intake Form		Each project develops its own intake form			
 □ Evaluation Document ■ Board Certification 		N/A MCCJ_Board_Cert_5-25-22_CDBG_Application_for_City_0332_001.pdf			
■ Board Roster		Board_of_Directors_List_2022.docx			
■ Income Certification Form		2022incomeguideline.pdf			
□ Other -					
□ Other - xyz					
Submitted By:	Marcela Zuni	iga			
Date Signed	06/17/2022				
Approved By:	Marcela Zuni	iga			
Date Signed	06/17/2022				
Approval Modified By					
Date Signed	//				

Initially submitted: May 25, 2022 - 15:38:12

Exhibit C



City of Madera Grants Department Marcela Zuniga Grants Administrator 205 West 4th Street Madera, CA 93637 Phone: 559-661-3692 Email: mzuniga@madera.gov

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 informa	ition to the curren	report.	
Date:		IDI	S#:				
Agency Name:		PO	#:				
Agency Address				_			
Program Name:		Gra	ant Year:	Report	Period:		
Program Description:		Dh	one #:				
Prepared By: E-mail:		Pn	one #:				
E-mail:							
1. ACCOMPLISHMENTS							
Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total	
Income Data - Unduplicated PE - NOTE: Income table is pre-filled from Presumed Beneficiary:			v AMI Table				
riesumed beneficially.	Q1	Q2	Q3	Q4 Y	ear-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 Year-End Total Characteristic Q1 Q2 Q4 Hisp Hisp ? Hisp Hisp Hisp Served ' Served White 0 0 Black/African American 0 0 0 Asian 0 Amer. Indian/Alaskan 0 0 Native Native Hawaiian/Pacific 0 0 Isl. 0 Amer. Indian/White 0 Asian/White 0 0 Black/White 0 0 Amer. Indian/Black 0 0 Other 0 0 TOTAL 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						П.
Madera Residents						

1. Performano	e and	Prog	ress
---------------	-------	------	------

 Restate your agency's Major Activities and Performance Measures under your c 	ontract's Scope of Wo
You have 2000 characters left.	
 Describe the progress that has been achieved on each activity during this report Upload charts/tables to show supplemental cumulative numbers if helpful. 	ing period.
You have 2000 characters left.	
2. Program/Project Changes	
L. Flogranii/Floject Onanges	

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

You have 2000 characters left.	
A. Bernard Berland Challes and C.	
 Program/Project Problems, Challenges, or Concerns Identify any agency problems, challenges, or concerns during this reporting p 	period.
You have 2000 characters left.	
b. How are your annual performance goals impacted by these problems, challer	nges, 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 corprogram/project's activities benefit your clients and the City of Madera? How did the number of persons living in poverty? If applicable, how did your program/profor your clients?	your program/project help reduce
You have 2000 characters left.	
b. If applicable, how did your agency maintain and/or expand activities to prever becoming homeless?	nt those currently housed from
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)

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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rale 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 Bours 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).
- Fi. 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).
- F. 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
- The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it rolates 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.
- I.. 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.
- 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. 1., 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.
- Additionally, all conflict requirements noted in 24 CFR \$70.611 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

- 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 \$0. 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 870 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 HUID 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, Incligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

Page 3 of 3

Exhibit E

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

Soccial Attention of:

All Secretary's Representatives All State/Area Coordinators All CPD Office Directors All FHEO Field Offices All CDBG Granters Notice CPD- 00-10

Issued: December 26, 2000 Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs (tiraled by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the

Americans With Disabilities Act, and the Architectural Barriers Act

L Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Black Grant (CDBG) Program of their obligation to comply with Section 50% of the Rehabilitation. Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, tecipients 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 programs funds.

11. Nection 504 of the Nebabilitation Act of 1973

Section 504 of the Rebabilitation 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 henefits of, or he 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 recipionts cosure 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, inatitution organization, or other entity or any porson to which Peteral Financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignce, or transferor 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 excitition that are grantees and subgrantees under the CDBG program, their subrecipients, commutally-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 nomitar compliance of all covered programs, activities, or work performed by their subrecipionis, contractors, substintization, management agents, etc.

Non-housing Programs

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

Afterations to facilities -- Part 8 requires to the moximum 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 inquire undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity to readily accessible to and usable by persons with disabilities, (24 CPR §5.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and anothe 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 CPR §8.21(e)(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 necessare the benefits and services of the program. (24 CPR, §8.21(e)(III))

Historic Preservation - Recipients are not required to take any estimathat would need to a substantial impairment of significant historic features of an listoric preparty, However, in such cases where a physicial afteration is not required, the recipient is still obligated to use alternative ments to achieve program accessibility, including using audio visual materials and devices to depict those portions of

Page 2 of 7

as historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through pordions of historic properties that cannot be made accessible, or otherwise excepting other limevative mathods so that individuals with disabilities can still benefit from the program. (74CFR \$8,21(c)(2)(ii))

Accessibility Standards

Design, construction, or alteration of focilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is desented to comply with the accessibility requirements for nonhousing facilities. Recipients may depart from particular technical and ecoping requirements of VFAS where substantially equivalent or greater accessibility and esability is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Obsubution Center at 1-800-767-7468; deaf, hard of hearing, or speech-impaired persons may access this number via 1TY 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 in do this by complying with the stricter requirement, however, it is also important to ensure that meeting the surferer requirement also meets both the scoping and technical requirements of overlooping laws or standards.

Employment

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

Section 504 Self Evaluations

The Section 504 regulations required neighbors of Fiederal financial assistance to conduct a self-evaluation of their policies and practices to defect their financial assistance with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. Title 11 of the ALIA Imposed this requirement on all covered public entitles. The ADA regulations required that ADA self-evaluations be completed by January 26, 1993, although those public entities that had a'ready 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-evolutation continues to be an excellent management that for ensuring that a recipient's correct policies and procedures comply with the requirements of Section 504 and the ADA,

Involving persons with disabilities in the self-avaluation process is very heneficial. 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 occasibility standards.

Page 3 of 7

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

- Evaluate current pulicies and practices and analyze them to determine if they odversely
 affect the full participation of individuals with disabilities in its programs, activities and
 acryices. 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 to exampliance with Section 504 or Title III and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remody 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 recummends 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 as 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 to their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

UI. The Americans With Bisabilities Act of 1998.

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

The U.S. Department of fractice enforces [it] es I, II, and (II of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

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

These can be obtained at the REOC web site www.ceoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Page 4 of 7

Title II prohibits discrimination based on distillity by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, Incal governments and other cutties 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)) Pacilities constructed or altered in contormance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAA(t)) (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 4.1.3(5) and section 4.1.6(1)(j) of ADAA(t) shall not apply. (28CFR §35.151(e))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedesprian walkways must contain ourb samps 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 ourb ramps or intersections. Newly constructed or altered street level pedestrian walkways must contain ourb ramps or other sloped areas at intersections to streets, roads, or highways (2805H; §35.151 (a))

The Title II regulations required that by January 26, 1993, public critics (State or local governments) conduct a self-evaluation to review their ourcent policies and practices to identify and correct any requirements that were not consistent with the regulation. Public critics 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 lift in discretely absolute for those policies and practices that were not included in the previous self-evaluation. (28 CFR §35, III5)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ads/taprog.htm., and through its ADA Information Line, at 202 514-0301 (volce and 202-514-0393 (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 Towes, and an ADA Guide swittled The ADA and City Governments: Common Problems,

The III proh.bits discrimination based upon disability in places of public accumusaistim (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 Tide III regulations are found at 2d CFR Part %. The Department of Justice Resistance concerning Tide III through the web page cited above and the ADA Hottine cited above.

Page 5 of 7

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Rotline 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 halidings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for presents with physical disabilities. The ABA covers my building or facility financed in whole or in part with Federal funds, except privately-conned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and most comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) to 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

Putther information concerning compliance with Section 504 may be obtained through the HUD web page (http://www.hud.gov/fke/SIM/sect/384.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.

	CPD	<u>FHEO</u>
Bostun, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	M60 24F-4MFB
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5M00	716 351-5755
Newark, NJ	573 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pitteburgh, PA	412 644-2999	412 355 3167
Baldmore, MD	410 962-2520 13071	410 962-2520
Richmond, VA	804 27 5 -4503 ±3729	R14 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 ×1027	205 290-7630
South Florida	305 536-443 x2223	305 536-447 9
Jacksmyille, FL	904 232 1777 ×2136	904 232-1777
San Jean, PR	787 756-5400 x2005	787 766 5400
Laubville, KY	502 982-6163 x214	502 583-6163 x230
Jackson, MS	6U1 965-4700 v3 40	601 965-4780 x2435
Knozville, TN	865545-4391 x 121	865 545-4379
Greenshoto, NC	336 \$47-4005	33 6 5 47-4050
Colombia, SC	803 765-5564	803 765-5936
Chleago, 1L	312 353-1696 x2702	312 353-7776
Minneapolia, MN	612 370-3019 ×2107	612 370-3185

Page 6 of ?

Detroit, MI	313 226-7908 a8055	311 226-6280
Milwaukee, W1	414 297-1214 x8100	414 297-3214
Columbus, OH	614469-5737×8240	614 469 5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6975	501 324-6296
Oklahama City, OK	405 553-7569	405 553-7426
Kansar City, KS	913 551-5485	913 551-5834
Omnha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6322
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 x5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6885
Alloquerque, NM	545 346-7271 x7361	545 346-7327
Denver, CO	303 672-5414 x1326	30,3 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 694-8000 x3400
Banalulu, EIE	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Seattle, WA	206 220-\$150 x3606	206 220-5170
Portland, OR	503 326-2018	503 326-3349
Manchester, NH	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houstoll, TX		713 313-2274

Page 7 of 7

RESOLUTION N	IO.
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and the City of Madera Parks and Community Services Department.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
- 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.
- 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

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.

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"**.

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.

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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 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
- 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 timecards 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.

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.

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

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "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.

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.

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.

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.

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.

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.

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.

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.

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

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CDBG 2022/2023 GRANT APPLICATION

PUBLIC SERVICES, CAPITAL PROJECTS, & PUBLIC IMPROVEMENTS

Exhibit B - Project/Program Summary

Exhibit B - Project/Program Summary			
Application Type	Type Public Service		
Legal Name of	Madera Parks & Community		
Organization:	Services Dept.		
Name of Project: Madera S	Senior	s Nutrition & Recreation	
Programs			
Street Address/Service	703 E. 5th Street		
Area of Project:	7031	. Jul Street	
City: Madera	Zip: 9	3638	
Amount Requested for this Project:	\$148,	500	
Amount of Leveraged			
Funds Available for this	\$0		
Project:			
Mailing Address:		Madera, CA 93638	
City: Madera		Zip: 93638	
Grant Administrator : Mar	rcela	Title: Grants Administrator	
Zuniga			
Phone: (559) 661-3692		Email: Madera, CA 93638	
	or Awa	rd Management (Formerly,	
CCR) Number			
UEI Number: 701 E 5th St		Federal EIN/TIN Number: 94-6000365	
Program/Project		Title: Interim Director	
Administrator: Joseph Hel	bert	Title. Interim Director	
Phone: (559) 661-5426		Email: 701 E 5th St	
Type of Entity/Organizati	onal S	tructure City	
Department/Public Agend			
Brief Project Description(
Madera Parks & Communi			
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			

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A243&prop=15&status=20

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 balances 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.

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A243&prop=15&status=20

- 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.
- Explain how your program supplements or complements existing services without duplicating them.
 Not applicable
- Describe the method used to measure the effectiveness (outcomes) of services. Identify measurable goals and objectives. Attach a copy of the program's evaluation documentation.
- Goal 1: The City will 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.
- Objective 2: The excursions will provide the senior with opportunities to socialize, exercise through walking, shop for healthy fruits and vegetables and promote a better quality of life.
- Goal 2: The City will expand their wellness and educational programs for seniors. Participants will selfreport 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.

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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 Hers to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
 - OLMC-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(s)(2)(f)(A)
 Clients served are primarily and specifically from one of the following groups:
 - Abused children
 - Battered spouse
 - Ederly 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(B) XXIVICT 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

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of elderly persons or of adults meetig 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(8)(2)(b) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation 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(8)(2)(b), (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 Hore for the regulations and criteria.

- Urgent Need. 570.208(s) 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.
- 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

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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 pass 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

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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

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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	5,600
the community who require your services.	3,600
2. Indicate the Total number of Unduplicated	
Clients you intend to serve during the term of this	250
proposed program/service (12 months).	
3. If this program was funded last year, has there	
been a change in the composition of the target	୍ର Yes
population to be served and/or shift in the	® No
geographic target area?	
 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	୍ Yes
,	® No
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?	□ Yes
	I

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(If yes, attach a copy of the fee schedule.)

® 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	1
Female	175
Male	75
Total	250

Female-Headed	80
Households	80

Ethnic Categories*	Clients
Hispanic or Latino	175
Not-Hispanic or Latino	75
Total	250

Racial Categories*	Clients
American Indian or	10
Alaska Native	10
Asian	20
Black or African	40
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

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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.

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

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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.
- Provide evidence of collaboration with other agencies within the community.
- 1. Fresno Madera Area Agency on Aging (FMAAA)
- 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	Tel. Number:	
Department of Social Services (559) 661-83		
Email Address: mee.wang@maderacounty.com		

IName: Peggy Mendibles	Title: Sr. Lead Case Manager
IL OMINANV / ADENCY SERS	Tel. Number: (559) 452- 0881
Email Address: peggy@ser	california.org

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	Name: Joanna Orea	Joanna Orea Title: Health	
		Education Specialist	
	Company/Agency Madera	Tel. Number: (559)	
	County Health Dept.	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 supportingdocumentation.

Currently, no there no additional funding.

How often are financial records audited, and by whom? yearly

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 r	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

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City Data Services - Madera

Equipment	\$10,000		\$10,000
Communications			\$0
Meetings &			\$0
Convenings			30
Travel &			\$0
Transportation			30
Training	\$1,500		\$1,500
Consulting			\$0
Evaluation			\$0
Other Lines need	ed:		
Subtotal Non-	\$36,500	\$0	\$36,500
Personnel			
Total Personnel			50\$148,500
& Non-	\$148,500	8,500 \$0\$14	
Personnel			
Indirect Costs			\$0
TOTAL	\$148,500	\$0	\$148,500
Proposed # of	250		
Persons Served:	250		
Cost per	\$594		
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 maxing@@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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A243&prop=15&status=20

7/7/22, 3:44 PM City Data Services - Madera □ 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

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.

Date Signed

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A243&prop=15&status=20

Exhibit C



City of Madera Grants Department Marcela Zuniga Grants Administrator 205 West 4th Street Madera, CA 93637 Phone: 559-661-3692 Email: mzuniga@madera.gov

Program: Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Date:		IDI	S #:			
Agency Name:		PO	#:			
Agency Address		C	int Year:	Banant	Dorlosk	
rogram Name: rogram Description:			int rear:	Keport	Report Period:	
Prepared By:		Pho	one #:			
E-mail:						
1. ACCOMPLISHMENTS						
Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
2. Income Data - Unduplicated PE	ERSONS Ser	rved <u>View</u>	AMI Table			
- NOTE: Income table is pre-filled from Presumed Beneficiary:	n Race/Ethnici	ty				
resulting perferiolary.	Q1	Q2	Q3	Q4 Y	ear-End Total	
Extremely Low Income (0 - 30% AMI)						
Very Low Income (31 - 50% AMI)						
Low Income (51 - 80% AMI)						
Moderate Income (> 80% AMI)						
vioderate income (> 60% Aivii)	1	- 1	- 1		I	

3. Race/Ethnicity Data - Unduplicated PERSONS Served Year-End Total Characteristic Q1 Q2 Q4 Hisp Hisp ? Hisp Hisp Hisp Served ? Served White 0 0 Black/African American 0 0 0 Asian 0 Amer. Indian/Alaskan 0 0 Native Native Hawaiian/Pacific 0 0 Isl. 0 Amer. Indian/White 0 Asian/White 0 0 Black/White 0 0 Amer. Indian/Black 0 0 Other 0 0 TOTAL 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						П.
Madera Residents						

1. Performance	and	Prog	ress
----------------	-----	------	------

a. Restate your agency's Major Activities and Performance Measures under your contr	ract's Scope of W
You have 2000 characters left.	
 Describe the progress that has been achieved on each activity during this reporting Upload charts/tables to show supplemental cumulative numbers if helpful. 	period.
You have 2000 characters left.	
2. Program/Project Changes a. If you had any significant modifications in your program/project, please describe the	·m

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

You have 2000 characters left.	
O. Danis and Danklana Challes	
 Program/Project Problems, Challenges, or Concerns Identify any agency problems, challenges, or concerns during this reporting p 	period.
You have 2000 characters left.	
b. How are your annual performance goals impacted by these problems, challed	nges, 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 corprogram/project's activities benefit your clients and the City of Madera? How did the number of persons living in poverty? If applicable, how did your program/profor your clients?	your program/project help reduce
You have 2000 characters left.	
b. If applicable, how did your agency maintain and/or expand activities to preve becoming homeless?	nt those currently housed from
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)

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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).
- Fig. 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. 740) et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- P. Bidding requirements contained in the California Public Contracts Code
- The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it rolates to prohibiting discriminatory action under any activity receiving Federal funds.
- Title VIII of the Civil Rights Act of 1968, (Pub. 1., 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.
- I.. 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.
- 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. 1., 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.
- Additionally, all conflict requirements noted in 24 CFR \$70.611 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

- 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 \$0. 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 870 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 HUID for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarmont, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

Page 3 of 3

Exhibit E

C.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 CPBG Granters All CDBG Granters Notice CPD- 00-10

Jasued: December 26, 2000 Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs (Uraled by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the

Americans With Disabilities Act, and the Architectural Sarriers Act

L Purpose

The purpose of this Notice is to remind recipients of Federal funds under the Community Development Black Grant (CDBG) Program of their obligation to comply with Section 50% of the Rehabilitation. Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, tecipients 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 programs funds.

II. Nection 504 of the Rehabilitation Act of 1973

Section 504 of the Rebabilitation 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 henefits of, or he subjected to discrimination under any program or activity requiring Federal financial exsistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Page 1 of 7

Part 8 requires that recipionts cosure 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, inatitution organization, or other entity or any porson to which Peteral Financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignce, or transferor 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, commutally-hased 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 nomitar compliance of all covered programs, activities, or work performed by their subrecipions, contractors, substintization, management agents, etc.

Non-housing Programs

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

Alterations to facilities -- Part 8 requires to the moximum 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 improve undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity to readily accessible to and usable by persons with disabilities, (24 CPR §5.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and anothe 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 CPR §8.21(e)(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 necessare the benefits and services of the program. (24 CPR, §8.21(e)(III))

Historic Preservation - Recipients are not required to take any estimathat would need to a substantial impairment of significant historic features of an listoric preparty, However, in such cases where a physicial afteration is not required, the recipient is still obligated to use alternative ments to achieve program accessibility, including using audio visual materials and devices to depict those portions of

Page 2 of 7

as historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through pordions of historic properties that cannot be made accessible, or otherwise excepting other limevative mathods so that individuals with disabilities can still benefit from the program. (74CFR \$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 easy depart from particular technical and scoping requirements of FrAS where substantially equivalent or greater accessibility and esability is provided. (24 CFR §6.2) For capies of UFAS, contact the ITUD Distribution Center at 1-800-77-7458; deaf, hard of hearing, at speech-impaired persons may access this number via ITY by calling the Federal Information Relay Sarvice 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 in do this by complying with the stricter requirement, however, it is also important to ensure that meeting the surferer requirement also meets both the scoping and technical requirements of overlooping laws or standards.

Employment

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

Section 504 Self Evaluations

The Section 504 regulations required radiplents 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 11 of the ADA Imposed this requirement on all covered public entities. The ADA regulations required that ADA self-evaluations be completed by January 26, 1991, although through this upublic entities that had a'ready 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-evolutation continues to be an excellent management that for ensuring that a recipient's correct policies and procedures comply with the requirements of Section 504 and the ADA,

Involving persons with disabilities in the self-avaluation process is very heneficial. 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 occasibility standards.

Page 3 of 7

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 odversely
 affect the full participation of individuals with disabilities in its programs, activities and
 acroices. 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 to exampliance with Section 504 or Title III and Title III of the ADA regulations. (See 24 CFR Part 8 and 28 CFR Parts 35, 36.)
- Take appropriate corrective steps to remody 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 recummends 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 as 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 to their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

UI. The Americans With Bisabilities Act of 1998.

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

The U.S. Department of Jistice suffrees Titles I, II, and (II of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

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

These can be obtained at the REOC web site www.ceoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Page 4 of 7

Title II prohibits discrimination based on distillity by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, Incal governments and other cutties 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)) Pacilities constructed or altered in contormance with either UFAS or the ADA Accessibility Goidelines for Buildings and Facilities (ADAA(t)) (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 4.1.3(5) and section 4.1.6(1)(j) of ADAA(t) shall not apply. (28CFR §35.151 (e))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedespilan walkways must contain ourb samps or other sloped areas at any intersection having purbs or other barriers to entry from a street level or pedestrian walkways and frost all newly constructed or abstreet street level pedestrian walkways must have ourb ramps or intersections. Newly constructed or abstreet level pedestrian walkways must contain ourb ramps or other sloped areas at intersections to streets, or nighways. (280FR §35.151 (a))

The Title II regulations required that by January 26, 1993, public critics (State or local governments) conduct a self-evaluation to review their ourcant policies and practices to identify and correct any requirements that were not consistent with the regulation. Public critics 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 critiry had already computed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required if it of a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35, IOS)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ads/taprog.htm., and through its ADA Information Line, at 202 514-0301 (volce and 202-514-0393 (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 Towes, and an ADA Guide partitled The ADA and City Governments: Common Problems,

The III proh.bits discrimination based upon disability in places of public accumusaistim (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 Tide III regulations are found at 2d CFR Part %. The Department of Justice Resistance concerning Tide III through the web page cited above and the ADA Hottine cited above.

Page 5 of 7

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Rotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Art of 1968 (ABA) (42 U.S.C. 4151-4157) requires that dentain buildings financed with Federal funds must be designed, constructed, or altered in secondance with standards that ensure accessibility for presents with physical disabilities. The ABA covers my 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 CFK 570.614) to 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

Putther information concerning compliance with Section 504 may be obtained through the HUD web page (http://www.hud.gov/fke/SIM/sect/384.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.

	CPD	<u>FHEO</u>
Bostun, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	M60 24F-4MFB
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5M00	716 351-5755
Newark, NJ	573 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittoburgh, PA	412 644-2999	412 355 3167
Baldmore, MD	410 962-2520 13071	410 962-2520
Richmond, VA	804 278-4503 x3729	R14 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 ×1027	205 290-7630
South Florida	305 536-443 x2223	305 536-447 9
Jacksmyille, FL	904 232 1777 ×2136	904 232-1777
San Jean, PR	787 756-5400 x2005	787 766 5400
Laubville, KY	502 982-6163 x214	502 583-6163 x230
Jackson, MS	6U1 965-4700 v3 40	601 965-4780 x2435
Knozville, TN	865545-4391 x 121	865 545-4379
Greenshoto, NC	336 \$47-4005	33 6 5 47-4050
Colombia, SC	803 765-5564	803 765-5936
Chleago, 1L	312 353-1696 x2702	312 353-7776
Minneapolia, MN	612 370-3019 ×2107	612 370-3185

Page 6 of ?

313 226-7908 a8055	3 1 226-6280	
414 297-1214 x8100	414 297-3214	
614469-5737×8240	614 469 5737 x8170	
317 226-6903 x6790	317 226-7654	
501 324-6975	501 324-6296	
405 553-7569	405 553-7426	
913 551-5485	913 551-3834	
402 492-3181	402 492-3109	
314 539-6524		
504 589-7212 x3047	504 589-7219	
817 978-5934 x5951	817 978-5870	
210 475-6820 x2293	210 475-6885	
505 346-7271 x7361	5415 346-7327	
303 672-3414 x1326	39,3 672-5437	
415 436-6597	415 436-6569	
213 894-8000 x3300	213 694-8000 x3400	
808 522-8180 x264	808 522-8180	
602 379-4754	602 379-6699 5261	
206 220-\$150 x3606	206 220-5170	
503 326-2018	503 326-3349	
603 666-7640 x7633		
907 271-3669		
	713 313-2274	
	414 297-1214 x8100 614 469-5737 x8240 317 226-6303 x6790 501 324-6375 405 553-7569 913 551-5485 402 492-3181 314 539-6524 504 589-7212 x3047 817 978-5934 x3951 210 475-6820 x2293 505 346-7271 x7361 303 672-3414 x1326 415 436-6597 213 894-8030 x3390 808 522-8180 x264 602 379-4754 206 220-5150 x3606 503 326-7018 603 666-7640 x7633	414 297-1214 x8100 414 297-3214 614 469-5737 x8170 317 226-6303 x6790 317 226-7654 501 324-6295 501 324-6296 405 553-7569 405 553-7426 913 551-5485 913 551-5834 402 492-3181 402 492-3189 314 539-6524 314 539-6524 314 539-6322 504 589-7212 x3047 504 589-7212 x3047 507 589-6825 508 589-7212 x3047 509 475-6885 509 475-6885 509 475-5414 x1326 415 436-6569 213 894-8000 x3300 808 522-8180 x364 602 379-4754 602 379-6699 5361 206 220-5170 503 326-70418 503 666-7640 x7633 907 271-3669

Page 7 of 7

RESOLUTION N	NO
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and Community Action Partnership of Madera County, Inc.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
- 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.
- 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

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.

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.

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"**.

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.

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.

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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 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
- 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 timecards 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.

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.

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

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "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.

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.

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.

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.

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.

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.

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.

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.

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. <u>Notice</u>.

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: By: Community Action Partnership of MC
Date:	Date:
ATTEST:	APPROVED AS TO LEGAL FORM:
By: Alicia Gonzales, City Clerk	By: 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	Community Action Partnership			
Organization:	of MC			
Name of Project: Fresno M	lade	era Continuum of Care		
Street Address/Service	Т	25 Gill Avenue		
Area of Project:	-	0040#		
City: Madera	Zip	: 93637		
Amount Requested for this Project:	\$20,000			
Amount of Leveraged				
Funds Available for this	\$0			
Project:				
Mailing Address:		1225 Gill Avenue		
City: Madera		Zip: 93637		
Grant Administrator : Mattie Mendez Title: Executive Director		Title: Executive Director		
Phone: 559-675-5749 Email: mmendez		Email: mmendez@maderacap.org		
SAM Number: System for Award Management (Formerly,				
CCR) Number				
		Federal EIN/TIN Number:		
V9D5YUNVFNA4 94-1612823				
Program/Project		Title: Community Services		
Administrator: Ana Ibane:	Z	Program Manager		
Phone: 559-675-5747		Email:		
Filone: 339-6/3-3/4/		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 Count	ies.	Because of CDBG funding		
grants, CAPMC has remained an active participant on the				
FMCoC Board by attending meetings, and serving FMCoC				
committees				

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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 30-60days, 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 faithbased 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 37chronically 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.

 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.

Measurables goals and objectives are listed on the next page along with a statement of how CAPMC will track progress.

- 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 Hare 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
 - Ederly persons (62 years of age or older)

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- o Illiterate persons
- Migrant farm workers
- Handicapped individuals
- Homeless persons
- Persons with AIDS
- **Client Document Review.** 570.208(a)(2)(f)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
- Income Certification. 570.208(8)(2)(IIICL) 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 meetig 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).
- o **Limited Clientele.** 570.208(a)(2)(b) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation 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)(b), (a) and (b).
- LMH-Housing Activities. \$70,208(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.
- o 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 Citick 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

- 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.

Describe in detail all proposed plans for fund raising for this program. What is the projected net income from fund

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

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 competed 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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

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 rehousing services, street outreach, homeless prevention,

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

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	ା Yes
population to be served and/or shift in the	® No
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	ା Yes
documentation include two years of tax documents,	® No
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?	ା Yes
(If yes, attach a copy of the fee schedule.)	® 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	1
Female	
Male	
Total	0

Female-Headed	
Households	

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

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.

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-needsassessment/

2. Note complaints that have been received, etc. None

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

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	Tel. Number: 559-		
County Behavioral Health 673-3508 ext. 1220 Email Address: julie.morgan@maderacounty.com			

Name: Ryan McWherter	Title: Director	
Company/Agency Madera Tel. Number: 5		
County Food Bank	975-3515	
Email Address:		
rmcwherter.maderafoodbank@gmail.com		

Name: Jody Ketcheside	Title: Regional Director	
Company/Agency Turning	Tel. Number: 559-	
Point of Central California	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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

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 supportingdocumentation.

None

How often are financial records audited, and by whom?

Yearly - Brown-Armstrong CPAs

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

Yes O 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			\$0
Assistance			40
Supplies &	\$250		\$250
Materials	\$250		\$250
Equipment			\$0
Communications			\$0
Meetings &			\$0
Convenings			\$0
Travel &	\$819		\$819
Transportation	\$619		\$019
Training			\$0

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

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City Data Services - Madera

Consulting			\$0
Evaluation			\$0
Other Lines needed	d: 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 maxing@@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 -

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A234&prop=2&status=20

7/7/22, 3:46 PM City Data Services - Madera

Submitted By:	Ana Ibañez
Date Signed	05/26/2022

Approved By: Marcela Zuniga
Date Signed 06/17/2022

Initially submitted: May 26, 2022 - 14:40:17

Exhibit C



City of Madera Grants Department Marcela Zuniga Grants Administrator 205 West 4th Street Madera, CA 93637 Phone: 559-661-3692 Email: mzuniga@madera.gov

Program: Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previo	ous report. Yo	ou may use the	"Click to Copy"	checkboxes to	copy this informe	ition to the curren	t report.	
Date:			IDI	S #:				
Agency Name:			PO	#:				
Agency Address					_			
Program Name:			Gra	int Year:	Report	Period:		
Program Description: Prepared By:			Dh	one #:				
E-mail:			FIR	one #.				
c-maii:								
1. ACCOMPLISHMENTS								
Measures		Goal	Q1	Q2	Q3	Q4	Year-End Total	Т
Income Data - Unduplica NOTE: Income table is pre-fi Presumed Beneficiary:				AMI Table				
Presumed beneficiary.		Q1	Q2	Q3	Q4 Y	ear-End Total		
Extremely Low Income (0 - 30	% AMI)							
Very Low Income (31 - 50% Al	MI)							
Low Income (51 - 80% AMI)								
Moderate Income (> 80% AMI))							
TOTALS								

3. Race/Ethnicity Data - Unduplicated PERSONS Served Year-End Total Characteristic Q1 Q2 Q4 Hisp Hisp ? Hisp Hisp Hisp Served 3 Served White 0 0 Black/African American 0 0 0 Asian 0 Amer. Indian/Alaskan 0 0 Native Native Hawaiian/Pacific 0 0 Isl. 0 Amer. Indian/White 0 Asian/White 0 0 Black/White 0 0 Amer. Indian/Black 0 0 Other 0 0 TOTAL 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						Г.
Madera Residents						

1. Performano	e and	Prog	ress
---------------	-------	------	------

Restate your agency's Major Activities and Performance Measures under	r your contract's Sco
You have 2000 characters left.	
b. Describe the progress that has been achieved on each activity during this Upload charts/tables to show supplemental cumulative numbers if helpful.	s reporting period.
You have 2000 characters left.	
 Program/Project Changes If you had any significant modifications in your program/project, please d 	lescribe them.

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

ou have 2000 characters left.	
. Program/Project Problems, Challenges, or on the desired and agency problems, challenges, or concerns of the desired and the desired area.	
ou have 2000 characters left.	
. How are your annual performance goals impacted by th	ese problems, challenges, or concerns?
ou have 2000 characters left.	
. Program/Project Problems, Challenges, or	Concerns
. Describe the impact that your program/project has had a	
ne number of persons living in poverty? If applicable, how	y of Madera? How did your program/project help reduce did your program/project provide economic opportunities
ne number of persons living in poverty? If applicable, how	
ne number of persons living in poverty? If applicable, how or your clients?	
he number of persons living in poverty? If applicable, how or your clients? but have 2000 characters left. b. If applicable, how did your agency maintain and/or expa	did your program/project provide economic opportunities
	did your program/project provide economic opportunities

Uploaded Documents: (Up to 20 documents can be attached)
Click here to go to the Upload Documents page (Your report will be saved)

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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rale 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 Bours 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).
- Fi. 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).
- F. 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
- The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it rolates to prohibiting discriminatory action under any activity receiving Federal funds.
- Title VIII of the Civil Rights Act of 1968, (Pub. 1., 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.
- I.. 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.
- 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. 1., 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.
- Additionally, all conflict requirements noted in 24 CFR \$70.611 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

- 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 \$0. 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 870 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 HUID 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, Incligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

Page 3 of 3

Exhibit E

C.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 (tiraled by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the

Americans With Disabilities Act, and the Architectural Barriers Act

L Purpose

The gappase of this Notice is to remind recipients of Federal funds under the Continuantly Development Black Grant (CDBG) Program of their obligation to comply with Section 503 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-bousing programs. This Notice describes key compliance elements for non-bousing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full exampliance.

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 programs funds.

II. Nection 504 of the Rehabilitation Act of 1973

Section 504 of the Rebabilitation 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 henefits of, or he 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 recipionts cosure 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, inatitution organization, or other entity or any porson to which Peteral Financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignce, or transferor 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 excitition that are grantees and subgrantees under the CDBG program, their subrecipients, commutally-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 nomitar compliance of all covered programs, activities, or work performed by their subrecipionis, contractors, substintization, management agents, etc.

Non-housing Programs

New Construction — Part 8 requires that new constructed by recipients of Federal financial assistance shall be designed and constructed in the readily accessible to and usable by persons with disabilities. (24 CFR §8.21(s))

Afterations to facilities -- Part 8 requires to the maximum extent feasible, that recipions 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 un existing non-housing facility need not be made accessible, if doing so, would improve undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity to readily accessible to and usable by persons with disabilities, (24 CPR §5.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and anothe 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 CPR §8.21(e)(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 necessare the benefits and services of the program. (24 CPR, §8.21(e)(III))

Historic Preservation - Recipients are not required to take any estimathat would need tin a substantial impairment of significant historic features of an listoric preparty, However, in such cases where a physicial afteration is not required, the recipient is still obligated to use alternative ments to achieve program accessibility, including using audio visual materials and devices to depict those portions of

Page 2 of 7

as historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through pordions of historic properties that cannot be made accessible, or otherwise excepting other limevative methods so that individuals with disabilities can still benefit from the program. (74CFR \$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 easy depart from particular technical and scoping requirements of FrAS where substantially equivalent or greater accessibility and esability is provided. (24 CFR §6.2) For capies of UFAS, contact the ITUD Distribution Center at 1-800-77-7458; deaf, hard of hearing, at speech-impaired persons may access this number via ITY by calling the Federal Information Relay Sarvice 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 in do this by complying with the stricter requirement, however, it is also important to ensure that meeting the surferer requirement also meets both the scoping and technical requirements of overlooping laws or standards.

Employment

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

Section 504 Self Evaluations

The Section 504 regulations required radiplents of Federal financial assistance to conduct a self-evaluation of their policies and practices to detectable if they were consistent with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. Title 11 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 through this upublic entities that had a'ready 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-evolutation continues to be an excellent management that for ensuring that a recipient's correct policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-avaluation process is very heneficial. 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 occasibility standards.

Page 3 of 7

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

- Evaluate current publicles and practices and analyze them to determine if they odversely
 affect the full participation of individuals with disabilities in its programs, activities and
 acryices. 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 to exampliance with Section 504 or Title III and Title III of the ADA regulations. (See 24 CER Part 8 and 28 CER 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.
- Decument the self-evaluation process and activities. The Department recummends 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 as 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 to their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

UI. The Americans With Bisabilities Act of 1998.

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

The U.S. Department of Tractice softment Tig'ex I, II, and (II of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

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

These can be obtained at the REOC web site www.ceoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Page 4 of 7

Title II prohibits discrimination based on distillity by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, Incal governments and other cutties 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)) Pacilities constructed or altered in contormance with either UFAS or the ADA Accessibility Goidelines for Buildings and Facilities (ADAA(t)) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the clewater exception contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAA(t) shall not apply. (28CFR §35.151 (e))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedespilan walkways must contain ourb samps or other sloped areas at any intersection having purbs or other barriers to entry from a street level or pedestrian walkways and frost all newly constructed or abstreet street level pedestrian walkways must have ourb ramps or intersections. Newly constructed or abstreet level pedestrian walkways must contain ourb ramps or other sloped areas at intersections to streets, or nighways. (280FR §35.151 (a))

The Title II regulations required that by January 26, 1993, public critics (State or local governments) conduct a self-evaluation to review their ourcant policies and practices to identify and correct any requirements that were not consistent with the regulation. Public critics 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 critity had already completed a self-evaluation ender Section 504 of the Rehabilitation Act, then the ADA only required if it do a self-evaluation of those policies and practices that were not included in the provious self-evaluation. (28 CVR §35,105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ads/taprog.htm., and through its ADA Information Line, at 202 514-0301 (volce and 202-514-0393 (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 Towes, and an ADA Guide partitled The ADA and City Governments: Common Problems,

The III proh.bits discrimination based upon disability in places of public accumusaistim (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 Tide III regulations are found at 2d CFR Part %. The Department of Justice Resistance concerning Tide III through the web page cited above and the ADA Hottine cited above.

Page 5 of 7

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Rotline 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 halidings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for presents with physical disabilities. The ABA covers my building or facility financed in whole or in part with Federal funds, except privately-conned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and most comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) to 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 304

Putther information concerning compliance with Section 504 may be obtained through the HUD web page (http://www.hud.gov/fke/SIM/sect/384.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.

	CPD	<u>FHEO</u>
Bostun, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	M60 24F-4MFB
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5M00	716 351-5755
Newark, NJ	573 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pitteburgh, PA	412 644-2999	412 355 3167
Baldmore, MD	410 962-2520 13071	410 962-2520
Richmond, VA	804 27 5 -4503 ±3729	R14 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 ×1027	205 290-7630
South Florida	305 536-443 x2223	305 536-447 9
Jacksmyille, FL	904 232 1777 ×2136	904 232-1777
San Jean, PR	787 756-5400 x2005	787 766 5400
Laubville, KY	502 982-6163 x214	502 583-6163 x230
Jackson, MS	6U1 965-4700 v3 40	601 965-4780 x2435
Knozville, TN	865545-4391 x 121	865 545-4379
Greenshoto, NC	336 \$47-4005	33 6 5 47-4050
Colombia, SC	803 765-5564	803 765-5936
Chleago, 1L	312 353-1696 x2702	312 353-7776
Minneapolia, MN	612 370-3019 ×2107	612 370-3185

Page 6 of ?

Detroit, MI	313 226-7908 x8055	1 1 226-6280
Milwaukee, W1	414 297-1214 x8100	414 297-3214
Columbus, OH	614469-5737×8240	614 469 5737 ×8170
Indianapolis, IN	317 226-6903 x6790	317 226-7654
Little Rock, AK	501 324-6975	501 324-6296
Oklahama City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omnha, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 ×5951	817 978-5870
San Antonio, TX	210 475-6820 x2293	210 475-6B85
Allmquerque, NM	505 346-7271 x7361	5415 346-7327
Denver, CO	303 672-5414 x1326	30,3 672-5437
San Francisco, CA	415 436-6597	415 436-6569
Los Angeles, CA	213 894-8000 x3300	213 694-8000 x3400
Hanalulu, EIC	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 5261
Scattle, WA	206 220-5150 x3606	206 220-1170
Portland, OR	503 326-7018	503 326-3349
Manchester, NB	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houstoll, TX	-	713 313-2274

Page 7 of 7

RESOLUTION N	NO.
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and the City of Madera, Engineering Department.
- 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.
- 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.
- 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

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.

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"**.

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.

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.

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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 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
- 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 timecards 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.

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.

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

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "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.

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.

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.

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.

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.

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.

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.

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. <u>Notice</u>.

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: 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

Exhibit B - Project/Program Summary					
Application Type	Capital Project/Public				
Application Type	Improvements				
Legal Name of	City of Madera - Public Works				
Organization:	Departme	nt			
Name of Project: Beautific	ation Proje	ect			
Street Address/Service Area of Project:	City Wide				
City: Madera	Zip: 93638	3			
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 CCR) Number	or Award M	lanagement (Formerly,			
UEI Number: HGAUD831PLK1		Federal EIN/TIN Number:			
Program/Project Adminis	trator:	Title: Public Works			
Daniel Foss		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

B. ACTIVITY DESCRIPTION

 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 if on the rise and so is the price of paint needed to remove the graffiti.

- 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.

- 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)

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20

- * 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. Glick Hore to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
- LMC-Limited Clientele. 570,208(8)(2).
 - 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)(()(A))
 Clients served are primarily and specifically from one of the following groups:
 - o Abused children
 - Battered spouse
 - Ederly persons (62 years of age or older)
 - Illiterate persons
 - Migrant farm workers
 - Handicapped individuals
 - o Homeless persons
 - Persons with AIDS
 - Client Document Review. 570.208(a)(2)(j)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
 - Income Certification. 570.208(a)(2)(IUC) 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 meetig 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(8)(2)(M) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20

than under limited circumstances under 24 CFR 570.208(a)(2)(b), (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 CEICK Here for the regulations and criteria.

- Urgent Need. <u>570.208(c)</u> 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 yearsb. 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?

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20

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
- 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.

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.

- Note complaints that have been received, etc.We get a mix of complaints. More so complaining of the graffiti.
- 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

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	Tel. Number: 559-		
Unified School District	675-4548		
Email Address: rosalindcox@maderausd.org			

Name: isabel guzman	Title: principal		
Company/Agency Thomas	Tel. Number: 559-		
Jefferson Middle School	474-0271		
Email Address: isabelguzman@maderausd.org			

Name: alan gilmore	Title: public health program manager		
Company/Agency Madera	Tel. Number: 559-		
County Public Health	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 supportingdocumentation.

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

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

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20

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 ne	eded: 00	0	
Benefits			\$0
Taxes			\$0
Subtotal Personnel	\$0	\$0	\$0
Move-In			ė.o.
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	d: 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

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 MALTERIAL TRANSPORTED TO THE MARCHINE TO THE MA

Link or Explanation for Missing Attachment 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

Exhibit C



City of Madera Grants Department Marcela Zuniga Grants Administrator 205 West 4th Street Madera, CA 93637 Phone: 559-661-3692 Email: mzuniga@madera.gov

Program: Agency:

CITY OF MADERA COMMUNITY DEVELOPMENT DEPARTMENT PROJECT PROGRESS REPORT

Highlighted entries are from the previous re	aport. You may use the	"Click to Copy"	checkboxes to	copy this informe	ition to the curren	t report.	
Date:		IDIS	S #:				
Agency Name:		PO	#:				
Agency Address		_					
Program Name: Program Description:		Gra	int Year:	Report	Period:		
Prepared By:		Pho	one #:				
E-mail:							
1. ACCOMPLISHMENTS				т —		Year-End	Т
Measures	Goal	Q1	Q2	Q3	Q4	Total	
Income Data - Unduplicated NOTE: Income table is pre-filled Presumed Beneficiary:	from Race/Ethnic	ity	AMI Table				
	Q1	Q2	Q3	Q4 \	ear-End Total		
Extremely Low Income (0 - 30% Al	MI)						
Very Low Income (31 - 50% AMI)							
Low Income (51 - 80% AMI)							
Moderate Income (> 80% AMI)							
TOTALS							

3. Race/Ethnicity Data - Unduplicated PERSONS Served Year-End Total Characteristic Q1 Q2 Q4 Hisp Hisp ? Hisp Hisp Hisp Served 3 Served White 0 0 Black/African American 0 0 0 Asian 0 Amer. Indian/Alaskan 0 0 Native Native Hawaiian/Pacific 0 0 Isl. 0 Amer. Indian/White 0 Asian/White 0 0 Black/White 0 0 Amer. Indian/Black 0 0 Other 0 0 TOTAL 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.	Perf	formance	and	Progress
----	------	----------	-----	----------

a. Restate your agency's Major Activities and Performance Measures under your contract's Sc	ope of Work.
You have 2000 characters left.	
 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.	
Program/Project Changes 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 cond	ems?
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 program/project's activities benefit your clients and the City of Madera? How did your progra the number of persons living in poverty? If applicable, how did your program/project provide for your clients?	m/project help reduce
You have 2000 characters left.	
b. If applicable, how did your agency maintain and/or expand activities to prevent those curre becoming homeless?	ently housed from
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)

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Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rale 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 Bours 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).
- Fi. 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. 740) 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
- The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- Title VI of the Civil Rights Act of 1964 (Pub. I.. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- Title VIII of the Civil Rights Act of 1968, (Pub. 1., 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.
- The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- 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. 1., 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.
- Additionally, all conflict requirements noted in 24 CFR \$70.611 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

- 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 \$0. 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 870 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 HUID for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Incligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

Page 3 of 3

Exhibit E

E.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 CPBG Grantess All CDBG Grantess Notice CPD- 00-10

Issued: December 26, 2000 Expires: December 26, 2001

Subject: Accessibility for Persons with Disabilities to Non-Housing Programs (tiraked by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the

Americans With Disabilities Act, and the Architectural Sacriers Act

L Purpose

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

II. Nection 504 of the Rehabilitation Act of 1973

Section 504 of the Rebabilitation 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 henefits of, or he subjected to discrimination under any program or activity requiring Federal financial exsistance...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Page 1 of 7

Part 8 requires that recipionts cosure 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, inatitution organization, or other entity or any porson to which Peteral Financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignce, or transferor 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, commutally-hased 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 nomitar compliance of all covered programs, activities, or work performed by their subrecipions, contractors, substintization, management agents, etc.

Non-housing Programs

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

Afterations to facilities -- Part 8 requires to the moximum 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 inquire undue financial and administrative burdens on the operation of the recipients program or activity. (24 CFR §8.21 (b))

Existing non-housing facilities - A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity to readily accessible to and usable by persons with disabilities, (24 CPR §5.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and anothe 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 CPR §8.21(e)(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 necessare the benefits and services of the program. (24 CPR, §8.21(e)(III))

Historic Preservation - Recipients are not required to take any estimathat would need to a substantial impairment of significant historic features of an listoric preparty, However, in such cases where a physicial afteration is not required, the recipient is still obligated to use alternative ments to achieve program accessibility, including using audio visual materials and devices to depict those portions of

Page 2 of 7

as historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through pordions of historic properties that cannot be made accessible, or otherwise excepting other limevative mathods so that individuals with disabilities can still benefit from the program. (74CFR \$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 ecoping requirements of V:FAS where substantially equivalent or greater accessibility and assibility is provided. (24 CFR §8.32) For capies of UFAS, contact the HUD Obsurbation 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 Sarvice 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 in do this by complying with the stricter requirement, however, it is also important to ensure that meeting the surferer requirement also meets both the scoping and technical requirements of overlooping laws or standards.

Employment

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

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 detectable if they were consistent with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. Title 11 of the ADA imposed this requirement on all covered public entitles. The ADA regulations required that ADA self-evaluations be completed by January 26, 1993, although throu public entities that had a'ready 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-evolutation continues to be an excellent management that for ensuring that a recipient's correct policies and procedures comply with the requirements of Section 504 and the ADA.

Involving persons with disabilities in the self-avaluation process is very heneficial. 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 occasibility standards.

Page 3 of 7

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

- Evaluate current publicles and practices and analyze them to determine if they odversely
 affect the full participation of individuals with disabilities in its programs, activities and
 acryices. 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 to exampliance with Section 504 or Title III and Title III of the ADA regulations. (See 24 CER Part 8 and 28 CER Parts 35, 36.)
- Take appropriate corrective steps to remody 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 recummends 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 as 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 to their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

UI. The Americans With Bisabilities Act of 1998.

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

The U.S. Department of Tractice softment Tig'ex I, II, and (II of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

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

These can be obtained at the REOC web site www.ceoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Page 4 of 7

Title II prohibits discrimination based on distillity by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, Incal governments and other cutties 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)) Pacilities constructed or alrered in contormance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAA(t)) (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 4.1.3(5) and section 4.1.6(1)(j) of ADAA(t) shall not apply. (28CFR §35.151(e))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedesprian walkways must contain ourb samps 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 ourb ramps or intersections. Newly constructed or altered street level pedestrian walkways must contain ourb ramps or other sloped areas at intersections to streets, roads, or highways (2805H; §35.151 (a))

The Title II regulations required that by January 26, 1993, public critics (State or local governments) conduct a self-evaluation to review their ourcant policies and practices to identify and correct any requirements that were not consistent with the regulation. Public critics 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 critiry had already computed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required if it of a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35, IOS)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ads/taprog.htm., and through its ADA Information Line, at 202 514-0301 (volce and 202-514-0393 (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 Towes, and an ADA Guide partitled The ADA and City Governments: Common Problems,

The III proh.bits discrimination based upon disability in places of public accumusaistim (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 Tide III regulations are found at 2d CFR Part %. The Department of Justice Resistance concerning Tide III through the web page cited above and the ADA Hottine cited above.

Page 5 of 7

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Rotline 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 halidings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for presents with physical disabilities. The ABA covers my building or facility financed in whole or in part with Federal funds, except privately-conned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and most comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) to 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

Putther information concerning compliance with Section 504 may be obtained through the HUD web page (http://www.hud.gov/fke/SIM/sect/384.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.

	CPD	<u>FHEO</u>
Bostun, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	M60 24F-4MFB
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5M00	716 351-5755
Newark, NJ	573 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittoburgh, PA	412 644-2999	412 355 3167
Baldmore, MD	410 962-2520 13071	410 962-2520
Richmond, VA	804 278-4503 x3729	R14 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 ×1027	205 290-7630
South Florida	305 536-443 x2223	305 536-447 9
Jacksmyille, FL	904 232 1777 ×2136	904 232-1777
San Jean, PR	787 756-5400 x2005	787 766 5400
Laubville, KY	502 982-6163 x214	502 583-6163 x230
Jackson, MS	6U1 965-4700 v3 40	601 965-4780 x2435
Knozville, TN	865545-4391 x 121	865 545-4379
Greenshoto, NC	336 \$47-4005	33 6 5 47-4050
Colombia, SC	803 765-5564	803 765-5936
Chleago, 1L	312 353-1696 x2702	312 353-7776
Minneapolia, MN	612 370-3019 ×2107	612 370-3185

Page 6 of ?

Detroit, MI	313 226-7908 x8055	7 1 22 <u>6-62</u> 80
Milwaukee, W1	414 297-1214 x8100	414 297-3214
Columbus, OH	614469-5737×8240	614 469 5737 ×8170
Indianapolis, IN	317 226-6303 x6790	317 226-7654
Little Rock, AK	501 324-6975	501 324-6296
Oklahama City, OK	405 553-7569	405 553-7426
Kansas City, KS	913 551-5485	913 551-5834
Omaka, NE	402 492-3181	402 492-3109
St. Louis, MO	314 539-6524	314 539-6322
New Orleans, LA	504 589-7212 x3047	504 589-7219
Fort Worth, TX	817 978-5934 ×5951	817 978-5R70
San Antonio, TX	210 475-6820 x2293	210 475-6885
Allmquerque, NM	545 346-7271 x7361	545 346-7327
Denver, CO	303 672-5414 x1326	30,3 672-5437
San Francisco, CA	415 436-6597	415 4 36- 6569
Los Angeles, CA	213 894-8000 x3300	213 694-8000 x3400
Ennalulu, EIC	808 522-8180 x264	808 522-8180
Phoenix, AZ	602 379-4754	602 379-6699 S261
Seattle, WA	206 220-\$150 x3606	206 220-5170
Portland, OR	503 326-2018	503 326-3349
Manchester, NB	603 666-7640 x7633	
Anchorage, AK	907 271-3669	
Houston, TX		713 313-2274

Page 7 of 7

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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and the City of Madera, Public Works Department.
- 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.
- 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.
- 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

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.

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.

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"**.

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.

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.

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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 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
- 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 timecards 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.

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.

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

14. Discrimination

a. Eligibility for Services

The Subrecipient shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in **EXHIBIT "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.

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.

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.

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.

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.

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.

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.

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

Exhibit B - Froj				
Application Type	Capital Project/Public			
	Improvements			
Legal Name of	City of Madera - Public Works			
Organization:	Departme			
Name of Project: Beautific	ation Proje	ect		
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 CCR) Number	or Award M	lanagement (Formerly,		
UEI Number: HGAUD831	PLK1	Federal EIN/TIN Number:		
Program/Project Administrator:		Title: Public Works		
Daniel Foss		Director		
Phone: 15596754246		Email: 1030 S. Gateway Dr.		
Type of Entity/Organizati Department/Public Agend	cy	ture City		
Brief Project Description(requesting funding for pai city limits and more speci	int to remo fically in o	ve graffiti within the ur low moderate		
income neighborhoods on areas.	tile east s	ide and downtown		

CDBG CAPITAL PROJECTS/PUBLIC IMPROVEMENTS APPLICATION

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20

B. ACTIVITY DESCRIPTION

 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 if on the rise and so is the price of paint needed to remove the graffiti.

- 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.

- 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)

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20

- 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. Glick Hore to verify Census Tracts and Block Groups for CDBG LMA Service Area Map
- OLMC-Limited Clientele. 570,208(8)(2).
 - 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)(Z)(I)(A)
 Clients served are primarily and specifically from one of the following groups:
 - Abused children
 - Battered spouse
 - Ederly persons (62 years of age or older)
 - Illiterate persons
 - Migrant farm workers
 - Handicapped individuals
 - o Homeless persons
 - Persons with AIDS
 - Client Document Review. 570.208(a)(2)(j)(b) Clients provide tax documents, pay stubs, etc., to verify income. Upload sample worksheet.
 - Income Certification. 570.208(a)(2)(IUC) 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 meetig 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(8)(2)(M) A job training and placement and/or other employment support services activity, including, but not limited to peer support programs, counseling, child care, transporation and other similar services, in which the percentage of low- and moderate-income persons assisted is less

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20

than under limited circumstances under 24 CFR 570.208(a)(2)(b), (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. <u>570.208(c)</u> 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?

https://www.citydataservices.net/cities/maderca/app2022arc.pl?rpt=A246&prop=107&status=20

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

How will the proposed project prevent or eliminate slums or blight?

E. CITIZEN PARTICIPATION:

annually: 10,000

Proposals should include evidence of citizen support for activity.

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.

- Note complaints that have been received, etc.We get a mix of complaints. More so complaining of the graffiti.
- 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.

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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	Tel. Number: 559-
Unified School District	675-4548
Email Address: rosalindcox@	maderausd.org

Name: isabel guzman	Title: principal
Company/Agency Thomas	Tel. Number: 559-
Jefferson Middle School	474-0271
Email Address: isabelguzmano	@maderausd.org

Name: alan gilmore	Title: public health program manager
Company/Agency Madera	Tel. Number: 559-
County Public Health	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 supportingdocumentation.

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

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

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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 ne	eded: 00	0	
Benefits			\$0
Taxes			\$0
Subtotal	\$0	\$0	\$0
Personnel		\$ 0	30
Move-In	Non-Personnel		
Assistance			\$0
Supplies &			
Materials	\$25,000		\$25,000
			\$0
Equipment Communications			\$0
			\$0
Meetings &			\$0
Convenings Travel &			
			\$0
Transportation			\$0
Training			\$0
Consulting Evaluation			
	1.0		\$0
Other Lines needed	1: 0		
Subtotal Non-	\$25,000	\$0	\$25,000
Personnel			
Total Personnel & Non-Personnel	\$25,000	\$0	\$25,000
Indirect Costs			\$0
	\$25,000	\$0	\$25,000
Proposed # of		40	Ψ20,000
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

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 MALTERIAL TRANSPORTED TO THE MARCHINE TO THE MA

Link or Explanation for Missing Attachment 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

Exhibit C



City of Madera Grants Department Marcela Zuniga Grants Administrator 205 West 4th Street Madera, CA 93637 Phone: 559-661-3692 Email: mzuniga@madera.gov

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 informa	ation to the curren	t report.
Date:		IDI	S#:			
Agency Name:		PO	#:			
Agency Address		_				
Program Name: Program Description:		Gr	ant Year:	Report	Period:	
Prepared By:		Ph	one #:			
E-mail:						
1. ACCOMPLISHMENTS						
Measures	Goal	Q1	Q2	Q3	Q4	Year-End Total
Income Data - Unduplicated PE NOTE: Income table is pre-filled from Presumed Beneficiary:			v AMI Table			
Presumed Deficiciary.	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 Year-End Total Characteristic Q1 Q2 Q4 Hisp Hisp ? Hisp Hisp Hisp Served ? Served White 0 0 Black/African American 0 0 0 Asian 0 Amer. Indian/Alaskan 0 0 Native Native Hawaiian/Pacific 0 0 Isl. 0 Amer. Indian/White 0 Asian/White 0 0 Black/White 0 0 Amer. Indian/Black 0 0 Other 0 0 TOTAL 0 0

1	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						П.
Madera Residents						

1. Performance	and	Prog	ress
----------------	-----	------	------

a. Restate your agency's Major Activities and Performance Measures under your contract's	Scope of Wor
ou have 2000 characters left.	
 Describe the progress that has been achieved on each activity during this reporting period Jpload charts/tables to show supplemental cumulative numbers if helpful. 	i.
ou have 2000 characters left.	
. Program/Project Changes a. If you had any significant modifications in your program/project, please describe them.	

b. How did these modifications help your program/project achieve your goals and objectives?

You have 2000 characters left.

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 conce	ems?
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. program/project's activities benefit your clients and the City of Madera? How did your program the number of persons living in poverty? If applicable, how did your program/project provide of for your clients?	n/project help reduce
You have 2000 characters left.	
b. If applicable, how did your agency maintain and/or expand activities to prevent those curre becoming homeless?	ntly housed from
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)

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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).
- Fig. 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. 740) 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
- The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it rolates to prohibiting discriminatory action under any activity receiving Federal funds.
- Title VIII of the Civil Rights Act of 1968, (Pub. 1., 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.
- I.. 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.
- 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. 1., 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.
- Additionally, all conflict requirements noted in 24 CFR \$70.611 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

- 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 \$0. 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 870 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 HUID for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Incligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

Page 3 of 3

Exhibit E

C.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 fursied by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the

Americans With Disabilities Act, and the Architectural Starriers Act

L Purpose

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

Meeting SIM of the Nebabilitation Act of 1973

Section 504 of the Rebabilitation 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 henefits of, or he 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 recipionts cosure 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, inatitution organization, or other entity or any porson to which Peteral Financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignce, or transferor 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, commutally-hased 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 nomitar compliance of all covered programs, activities, or work performed by their subrecipions, contractors, substintization, management agents, etc.

Non-housing Programs

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

Afterations to facilities — Part 8 requires to the moximum 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 un existing non-housing facility need not be made accessible, if doing so, would inquire undue financial and administrative burdens on the operation of the recipients program or setivity. (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 to readily accessible to and usable by persons with disabilities, (24 CPR §5.21 (c))

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and anoble 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 archie 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 neceive the benefits and services of the program. (24 CFR §8.21(c)(lij))

Historic Preservation - Recipients are not required to take any estimathat would need to a substantial impairment of significant historic features of an listoric preparty, However, in such cases where a physicial afteration is not required, the recipient is still obligated to use alternative ments to achieve program accessibility, including using audio visual materials and devices to depict those portions of

Page 2 of 7

as 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 lunevative methods so that individuals with disabilities can still benefit from the program. (74CFR \$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 ecoping requirements of UFAS where substantially equivalent or greater accessibility and assimility is provided. (24 CFR §8.32) For copies of UFAS, contact the HUD Obsulpation Center at 1-800-767-7458; deaf, hard of hearing, or speech-impaired persons may access this number via HTY 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 in do this by complying with the stricter requirement, however, it is also important to ensure that meeting the surferer requirement also meets both the scoping and technical requirements of overlooping laws or standards.

Employment

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

Section 504 Self Evaluations

The Section 504 regulations required neighbats 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 11 of the ALIA imposed this requirement on all covered public entitles. The ADA requisitions required that ADA self-evaluations be completed by January 26, 1993, although those public entities that had a ready 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-evolutation continues to be an excellent management that for ensuring that a recipient's correct policies and procedures comply with the requirements of Section 504 and the ADA,

Involving persons with disabilities in the self-avaluation process is very heneficial. 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 occasibility standards.

Page 3 of 7

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 odversely
 affect the full participation of individuals with disabilities in its programs, activities and
 acroices. 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 to exampliance 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 remody 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 as 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 to their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

UI. The Americans With Bisabilities Act of 1998.

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

The U.S. Department of Jistice suffrees Titles I, II, and (II of the ADA, although the Equal Employment Opportunity Commission investigates administrative complaints involving Title I.

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

These can be obtained at the REOC web site www.ceoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Page 4 of 7

Title II prohibits discrimination based on distibility by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, Incal governments and other cutties 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)) Pacilities constructed or altered in contormance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAA(t)) (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 4.1.3(5) and section 4.1.6(1)(j) of ADAA(t) shall not apply. (28CFR §35.151(e))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedesprian walkways must contain ourb samps 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 ourb ramps or intersections. Newly constructed or altered street level pedestrian walkways must contain ourb ramps or other sloped areas at intersections to streets, roads, or highways (2805H; §35.151 (a))

The Title II regulations required that by January 26, 1993, public critics (State or local governments) conduct a self-evaluation to review their ourcent policies and practices to identify and correct any requirements that were not consistent with the regulation. Public critics 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 lift in discretely absolute for those policies and practices that were not included in the previous self-evaluation. (28 CFR §35, III5)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ads/taprog.htm., and through its ADA Information Line, at 202 514-0301 (volce and 202-514-0393 (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 Towes, and an ADA Guide swittled The ADA and City Governments: Common Problems,

The III proh.bits discrimination based upon disability in places of public accumusaistim (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 Tide III regulations are found at 2d CFR Part %. The Department of Justice Resistance concerning Tide III through the web page cited above and the ADA Hottine cited above.

Page 5 of 7

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Rotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Art of 1968 (ABA) (42 U.S.C. 4151-4157) requires that dentain buildings financed with Federal funds must be designed, constructed, or altered in secondance with standards that ensure accessibility for presents with physical disabilities. The ABA covers my 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 CFK 570.614) to 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 304

Putther information concerning compliance with Section 504 may be obtained through the HUD web page (http://www.hud.gov/fke/SIM/sect/384.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.

	CPD	<u>FHEO</u>
Bostun, MA	617 565-5345	617 565-5310
Hartford, CT	806 240-4800 x3059	M60 24F-4MFB
New York, NY	212 264-0771 x3422	212 264-1290
Buffalo, NY	716 551-5755 x5M00	716 351-5755
Newark, NJ	573 622 7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0661
Pittoburgh, PA	412 644-2999	412 355 3167
Baldmore, MD	410 962-2520 13071	410 962-2520
Richmond, VA	804 278-4503 x3729	R14 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 ×1027	205 290-7630
South Florida	305 536-443 x2223	305 536-447 9
Jacksmyille, FL	904 232 1777 ×2136	904 232-1777
San Jean, PR	787 756-5400 x2005	787 766 5400
Laubville, KY	502 982-6163 x214	502 583-6163 x230
Jackson, MS	6U1 965-4700 v3 40	601 965-4780 x2435
Knozville, TN	865545-4391 x 121	865 545-4379
Greenshoto, NC	336 \$47-4005	33 6 5 47-4050
Colombia, SC	803 765-5564	803 765-5936
Chleago, 1L	312 353-1696 x2702	312 353-7776
Minneapolia, MN	612 370-3019 ×2107	612 370-3185

Page 6 of ?

313 226-7908 x8055	3 1 226-62 8 0
414 297-1214 x8100	414 297-3214
614469-5737×8240	614 469 5737 ×8170
317 226-6303 x6790	317 226-7654
501 324-6975	501 324-6296
405 553-7569	405 553-7426
913 551-5485	913 551-5834
402 492-3181	402 492-3109
314 539-6524	314 539-6322
504 589-7212 x3047	504 589-7219
817 978-5934 ×5951	817 978-5870
210 475-6820 x2293	210 475-6885
545 346-7271 x7361	545 346-7327
303 672-5414 x1326	30,3 672-5437
415 436-6597	415 436-6569
213 894-8000 x3300	213 694-8000 x3400
808 522-8180 x264	808 522-8180
602 379-4754	602 379-6699 5261
206 220-\$150 x3606	206 220-5170
503 326-2018	503 326-3349
603 666-7640 x7633	
907 271-3669	
	713 313-2274
	414 297-1214 x8160 614 469-5737 x8240 317 224-6303 x6790 501 324-6375 405 553-7569 913 551-5485 402 492-3181 314 539-6524 504 589-7212 x3047 217 978-5934 x5951 210 475-6820 x2293 505 346-9271 x7361 303 672-5414 x1326 415 436-6597 213 894-8000 x3300 808 522-8180 x264 602 379-4754 206 220-5150 x3606 503 326-7018 603 666-7640 x7633

Page 7 of 7

RESOLUTION N	IO.
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and Madera Coalition for Community Justice.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- 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
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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:

- The recitals listed above are true and correct.
- 2. The Council approves the Agreement between the City and Madera Rescue Mission.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- 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.

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RESOLUTION N	IO.
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and O.L.I.V.E. Charitable Organization.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
- This resolution is effective immediately upon adoption.

RESOLUTION NO.	RESOLUTIO	N NO.	
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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:

- The recitals listed above are true and correct.
- 2. The Council approves the Agreement between the City and Pequenos Empresarios.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- 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.

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RESOLUTION N	IO.
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and Madera Coalition for Community Justice.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
- This resolution is effective immediately upon adoption.

RESOLUTION N	IO.
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and Madera Coalition for Community Justice.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
- This resolution is effective immediately upon adoption.

RESOLUTION	NO
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and Community Action Partnership of Madera County, Inc.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
- This resolution is effective immediately upon adoption.

RESOLUTION N	IO.
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and the City of Madera, Engineering Department.
- 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.
- 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 N	NO
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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:

- The recitals listed above are true and correct.
- The Council approves the Agreement between the City and the City of Madera, Public Works Department.
- 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.
- The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
- 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 equested	Block Grant Commission 06/08/22		ity Council Tentative 06/15/22		ity Council nal 07/20/22	Ma	ax. Remaining Funds
Administration	\$ 184,402	City of Madera 22-23 CDBG Admin	s	184,402.00	\$ 164,402.00	s	164,402.00	s	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	Co	lock Grant ommission 06/08/22		ity Council Tentative 06/15/22		ity Council nal 07/20/22	Max. Remaining Funds
		Big Brothers Big Sisters	\$	10,000.00	\$	-	\$	-			
		Madera Coalition for Community Justice (MYLSAP Street Art)		5,000.00							
		Madera Rescue Mission	\$	\$ 34,500.00 \$ 34,500.00 \$ 32,500.0	32,500.00	\$	32,500.00				
Public Services	\$ 138,302	O.L.I.V.E Charitable Organization	O.L.I.V.E Charitable Organization \$ 37,400.00 \$ 37,400.00 \$	35,400.00	\$	35,400.00					
		Pequeños Empresarios	s	89,358.00	s	10,000.00	s	10,000.00	s	10,000.00	
		Madera Coalition for Community Justice (Madera Rental Assistance)		86,825.00	s	30,000.00	s	34,000.00	s	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	5	138,301.50	\$	138,301.50	s .

	Maximum		Amount		Block Grant Commission	City Council Tentative	City Council	Max. Remaining
Activity Type	Allocation	Proposal	Requested		06/08/22	06/15/22	Final 07/20/22	Funds
Capital/Public		City of Madera Engineering Department Front Desk Counter			\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	
Improvements	\$ 659,307	City of Madera Public Works Department Graffitti Clean Up			\$ 25,000.00		\$ 25,000.00	
		McNally Park Project	\$ 609,307.00	Ŀ	\$ 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	s -
			Total Funding	L	\$ 982,010.50			\$.





Grantee SF-424's and Certification(s)

AMB Number: 4040 0004 Espiration Date: 12/31/2022 Application for Federal Assistance SF-424 12 Type of Application " If Sevision, we not recomprise talker(a). 1, Type of Gubmesian: ⊠ New Prespptication 1 Other (Specify) Continuation Application ☐ Changed/Corrected Application Revision * a. Dalo Reserved 4 Applicant Identifier: 55, Federa Award Identifian So. Federal Entity dev8fee B-22-M0-00-0053 CA 62165 Kadera State Use Cinty: 7. Stelle Application Identifier: 9, Dato Repolyed by State: B. APPLICANT INFORMATION: 'a Logal Name: City of Hadera ' GHE $\gamma \gamma_i$ Forployer/Texpayor identification Number (E/A/TIN) 4914 (c.a.5) etc1 044000355 d Address: *Street I 205 W. 4th Street Stroot2: •Cty. Madera County/Parism: • State CA: Cal Tarada • Country USA: UNITED SIAISS *Zip / Posta Code: (9) 6 / 7=) 52 / e. Organizational Unit: Copartment Name: Christon Name f. Name and contact information of person to be contacted on matters involving this application: 1. Ist Name. Marcela Middle Name: *Last Name autic: 709 Grants Managestrator Organizatione Artilization. Fex Number * Telephone Number : \$59-861-5890

'Enal mzuniga%nydeta gow

Application fo	r Federal Assistanc	e SF-424							
16. Congressions	al Districts Of:								
* a. Applicant	*a. Applicant CA-016 *b. Program/Project 16								
Attach an additiona	al list of Program/Project 0	Congressional Distric	ts if needed.						
			Add Attachme	nt Delet	Attachment Vi	ew Altinonment			
17. Proposed Pro	ect:								
18. Estimated Fu	nding (\$):								
* a. Federal		922,010.00							
* b. Applicant		0.00							
* c. State		0.00							
* d. Local		0.00							
* e. Other		60,000							
* f. Program Incom	ie	0.00							
*g. TOTAL		982,010.00							
* 19. Is Application	on Subject to Review By	y State Under Exec	cutive Order 1237	2 Process?					
a. This applic	a. This application was made available to the State under the Executive Order 12372 Process for review on								
b. Program is subject to E.O. 12372 but has not been selected by the State for review.									
C. Program is not covered by E.O. 12372.									
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)									
Yes	Yes No								
If "Yes", provide e	If "Yes", provide explanation and attach								
Add Attachment Delete Attachment 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) ** 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 Repre	sentative:								
Prefix: Mr.		* Firs	t Name: Arnol	do					
Middle Name:									
* Last Name: Ro	driguez								
Suffix									
· Title: City	Manager								
* Telephone Number	S59-661-5400			Fax Number					
*Email arodrig	Email arodriguez8madera.gov								
* Signature of Author	Signature of Authorized Representative: Anda Raning Total Signed: Date Signed: Part 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 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:

- 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
- 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-Dased Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Purl 35, Subparts A, B, I, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

7 /10 /22 Date

City Manager

Title

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Forther 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 unrended. (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 hest of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on hehalf 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 I ederal appropriated funds have been poid 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, four, or cooperative agreement, it will complete and submit Standard Form LLL. *Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. If w'll require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards et all fiers (including subconfracts, subgrants, and controls under grants, leans, and ecoperative 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 early out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan —The housing activities to be undorration with Community Development Block Grant, HOMP, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funcs are consistent with the snaregic 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. 1701n) and implementing regulations at 24 CFR Part 75.

Auld Lair and Signature of Authorized Official

B 10 2

City Manager

Title

OMB Number: 4040 0006 Expiration Date: 020202025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing trainabors, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the co-cortion of information. Send comments regarding the burden estimate or any other aspect at this collection of information, inducing suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (03/18-03/12), 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 notined.

As the duly authorized representative of the applicant; I certify that the aboreant

- 1 Has the legar authority to apply for Federal assistance, and the institutional, managenal and financial capability (including funds sufficient to pay the non-haderal share of project costs) to ensure proper parming, manager entland completion of project described in this application.
- Will give the awarding agency, the Comproller General of the United States and, if appropriate, the State, the right to examine all records, books, capers, or ecounterist related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency offectives.
- 3 Will not dispose of, modify the use of, or change the terms of the feel property titloor other interest in the site and facilities without permission and natructions 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. He of the project.
- 4 Will comply with the requirements of the assistance swarding 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 constructor site to ensure that the complots work constructor like the approved place and specifications and will familial progressive reports and such other information as may be required by the assistance awarding agency or State.
- Will nitiate and complete the work within the applicable time frame after receipt of approval of the awarding egency.
- Will establish safeguards to prohibit employees from using metripositions for a purcose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gallo.

- 8 Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating in prescribed standards of ment systems for programs funded under one of the 18 stantage regulations specified in Appendix A of OPM's Standards for a Ment System of Pergonnel Actinishation (5 C.F.H. 900, Subpart F)
- Will comply with the Lead-Based Paint Poisoning Proportion Act (42 U.S.C. §§4801 et seq.) which prohicits the use of less based peint in construction or rehabilitation of residence structures.
- 10. Will comply with ±1 Federal statutes relating to nondiscrimination. Those include but are not limited for (a) Title VI of the Civil Rights Act of 1964 (P.L. 38-352). which prohibits electromation on the basis of race, color or national origin, (a) Title IX of the ⊊ducation Amendmenta of 1972, as amended (20 U.S.C. §§1581 1683, and 1685-1686), which provibils discrimination on the basis of sex. (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibite discrimination on the basis of handicads, (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§8101-5107), which prohibits discrimination on the basis of age. (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92 255), as amended rolating to number inhalt on on the basis of drug abuse; (*) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PT 91 616), salamended, rolating to riundisorimination on the hasis of alcohol acuse or alcaholism (g) §\$523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §\$230 dd-3 and 790 ee 3), salamended, relating to confidentiality of alcohoand drug abuse patient records; (F) Title VI Lut the Civil Rights Act of 1968 (42 U.S.C. §§3601 or son.) as amended, relating to nondiscrim halton in the sale, iental or manding of housing; (i) any other pondiscrimination provide one in the specific statue(s): under which application for Federal assistance is poing made; and (f) the requirements of any other randistrimination statue(s) which may apply to the application

Previous Edition Jaable

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Standard Form 424D (Key, 7-97) Prescribed by OKB Grouler A 102

- 11. Will comply, or has already complied, with the recurrements of Titles II and III of the Uniform Relocation Assistance and Real Property Adjustition Policies Act of 1970 (P.L. 91-646) which provide for fair and equilable trealment of persons diaplaced or whose property is acquired as a result of Federal and Recerbity-assisted programs. These requirements apply to all interests in real property acquired for project purposess regardless of Federal participation in purchases.
- (2 Will comply with the provisions of the Hatch Act (5 U.S.C. §§15) 1-1506 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply as applicable with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Cope and Act (40 U.S.C. §27%; and 18 U.S.C. §374); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-033) regarding labor standards for foderally assisted construction subagreements.
- 14 Will come y with flood insurance condinate regular hental of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.1 93-254) which requires recipients in a special flood hazard erea to participate in the program and to purchase flood insurance if the total cost of insurable construction and accuration is \$10,000 or more.
- (5) Will come y with environmental standards which may be prescribed pursuant to the following: (a) institution of any normental buelity control measures under the National Environmental Policy Act of 1989 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of voltaing facilities pursuant to EO 11739; (c) protection of welfands pursuant to EO 11890; (c) evaluation of flood nazards in finishplains in accordance with FO 11988; (e) assurance of project consistency with the approved Scale management crogram developed under the Coastal Zane Management Act of 1972 (16 U.S.C. §§1151 et seq.); (f) conformity of

- Federal actions to State (Clean Arthmolementation Plana under Section 178(c) of the Clean Air Act of 1955, as emended (42 U.S.C. §§7401 et seq.), (g) profection of underground sources in drinking water under the Safe Drinking Water Act of 1974 as amended (P.L. 93-523); and, (h) profection of endangered species under the Endangered Species Act of 1970 as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1985 (15 U.S.C. §§12/1 et sec) related to protecting optroments 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 (certification) and protection of historic properties), and the Archaeologica and Historic Preservation Act of 1974 (16.U.S.C. §\$469a.1 et sec).
- 19 Will cause to be performed the required financial and compliance audits in expedience with the Single Audit Act Amendments of 1996 and OMB Circula No. A-133, "Audits of States, Local Covernments, and Non Profit Organizations."
- 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 105(g) of the Trafficking Victoria Protection Act (TVPA) of 2000 as amended (22 U.S.C. 7104) which prohibits grant award requirents or a sub-recipient from (1) Engaging in severe forms of trafficking in possons during the period of time that the award tain effect (2) Producing 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 subsweede under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	ПТС
Aned Sussion	ich y Verwiger
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Masers	35/10/2020

35-4240 (Boy 749/) Back