

Executive Summary

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

1. Introduction

The City of Madera has designed the 2024-2025 Community Development Block Grant (CDBG) Action Plan in a way that will provide a more direct impact to its citizens. The Action Plan strongly aligns with the goals and objectives set by the 2020-2024 Consolidated Plan. The City aspires to use 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 needs as housing and homelessness. The 2024-2024 Action Plan was developed with the intention of addressing these major priority needs. The table below outlines the 2024-2025 programs recommended for funding. The table below outlines the recommended subrecipients of the 2024-2025 CDBG allocation.

City of Madera	Administration	\$177,899
CAPMC	FMCoC- Administration	\$20,000
Madera Coaliton For Community Justice	Youth Environmental Stewardship	\$5,000
The Bennet House	OLIVE	\$11,165
Community Action Partnership-	Housing Stabilization	\$47,259
City of Madera-Parks	Senior Services	\$65,0000
Pequenos Empresarions	Child Entrepreneurship Education	\$10,000
Project Run	Project Run Madera	\$10,000
City of Madera- Engineering	Parking Lots Rehabilitation Project	\$643,172

Table 1 - 2024-2025 Recommended Funded Programs

The City became a HOME Investment Partnerships Program (HOME) jurisdiction in August 2024. The HOME allocation is \$372,064.92 and a City local match in the amount of \$ 127,935.08, for a total of \$500,000. As part of the process HOME funds, the City is amending the 2024-2025 AAP to include the following HOME project:

City of Madera	HOME Administration	\$500,000
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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 had 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 very crucial 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 2024-2025 Annual Action Plan, the public was given various opportunities to participate in the selection process.

All the CDBG applicants were invited to two meetings with the Block Grant Commission (BGC). The first meeting was held on February 6, 2024. The second time the BGC met was on March 21, 2024. The public was encouraged to attend, listen to applicant presentations, and ask the applicants any questions.

The proposed funding allocations were presented during the April 3, 2024, meeting of the Madera City Council. A 30-day public hearing was opened during the Council meeting. The public was encouraged to provide comments to the Council. The 30-day public comment expired May 3, 2024. The City received 10 public comments in support of Pequeños Empresarios. A second public hearing took place during the May 15, 2024 Council meeting. The City received one additional comment after the May 15, 2024 Council meeting in support of Pequeños Empresarios.

The City opened a Public Hearing for the amendment of the 2024 AAP on April 12, 2025. The 30-day public comment period will close on May 12, 2025.

*Once the public comment period closes, this section will be appropriately updated.

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.

February 6, 2024- Block Grant Commission Meeting

- Public Comments were recieved from applicant representatives including:
 1. Madera Coalition for Community Justice
 2. Madera Rescue Mission
 3. Project Run Madera
 4. Madera Rescue Mission
 5. O.L.I.V.E
 6. Madera County Workforce
 7. City of Madera Parks Department
 8. City of Madera Engineering Department
 9. Pequeños Empresarios

March 21, 2024- Block Grant Commission Meeting

- Public Comments were recieved from applicant representatives including:
 1. Madera Coalition for Community Justice
 2. Madera Rescue Mission
 3. Project Run Madera
 4. Madera Rescue Mission
 5. O.L.I.V.E
 6. Madera County Workforce
 7. City of Madera Parks Department
 8. City of Madera Engineering Department
 9. Pequeños Empresarios

May 15, 2024- City Council Meeting

- Public Comments were recieved from applicant representatives including:

1. OLIVE
2. Pequenos Empresarios
3. Madera Coalition for Community Justice

*Once the public comment period closes, this section will be appropriately updated.

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 acknowledges all applicant projects are eligible and worthy of a grant award. However, the Public Service allocation falls short of meeting the local demand. Therefore, reductions in this funding category were necessary.

*Once the public comment period closes, this section will be appropriately updated.

7. Summary

On October 23, 2023, the City released a Request for Funding Proposal (RFP) inviting eligible and interested entities to submit applications for the CDBG 2024/25 funding cycle. Twelve applications were received. The City determined that 9 projects were deemed eligible activities and closely aligned with the City's goals and objectives and provided a direct impact to 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 and align with the needs identified in the 2020-2024 Con Plan.

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 Division

Table 2 – Responsible Agencies

Narrative (optional)

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

Consolidated Plan Public Contact Information

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

1. Introduction

Throughout the preparation of the Annual Action Plan, the City consulted with local stakeholders to ensure local needs are met. 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 City has an active relationship with the local housing authority. Staff have a mutual understanding of the need to increase access to affordable housing as well as improve the appeal of the current public housing inventory. Both entities are focused on developing strategies that are within the capacity of each. The Assistant Public Health Director for the Madera County Public Health Department is a member of the City's BGC. This relationship enhances coordination of public outreach specific to informing the public of CDBG citizen participation outreach opportunities. The City also partners with the Madera Police Department in monitoring the Fiscal Year 2022 COPS Hiring grant award. The goal of this grant is to decrease the number of calls for service on behalf of individuals with a Serious Mental Illness (SMI) as well as divert this target population out of the legal system and into social services.

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

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

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

2	Agency/Group/Organization	Community Action Partnership of Madera County
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Homeless strategy and Housing needs assessment.

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

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

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

N/A

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 attend the Block Grant commission meeting on February 6, 2024 and then again on March 21, 2024. During these meetings, applicants provided a brief presentation of their program. Following their presentations, applicants were available for questions and answers. On April 3, 2024 a public review and comment period began and ended May 3, 2024. A second Public Hearing was held on June 17, 2024.

Citizen Participation Outreach

Table 5 – 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	February 6, 2024: City staff, members of the Block Grant Commission (BGC), and representatives	All applicants except CAPMC presented	All comments were received and	N/A

		<p>language: Spanish</p> <p>Persons with Disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	from the 2024-2025 CDBG applicants were in attendance.	on their programs and answered questions the Block Grant Commission had for them.	considered by the Block Grant Commission members. No comments were rejected.	
2	Public Meeting	<p>Minorities, Non-English Speaking, Specify other language: Spanish</p> <p>Persons with Disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and</p>	March 21 2024: City staff, members of the Block Grant Commission (BGC), and representatives from the 2024-2025 CDBG applicants were in attendance	All applicants briefly discussed their program and answered the Block Grant Commission questions.	All comments were received and considered by the Block Grant Commission members. No comments were rejected.	N/A

		Assisted Housing				
3	Public Hearing	<p>Minorities, Non-English Speaking, Specify other language: Spanish</p> <p>Persons with Disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	A public review and comment period began on April 3, 2024, and closed on May 3, 2024. All applicants and members of the Block Grant Commission were notified and invited to attend.	The City received 10 public comments in support of Pequeños Empresarios	All comments were received and considered by the City Council of Madera.	N/A
4	Public Hearing	<p>Minorities, Non-English Speaking, Specify other language: Spanish</p> <p>Persons with Disabilities</p>	There were some applicant representatives and members of the public.	No responses received.	N/A	N/A

		Non-targeted/broad community Residents of Public and Assisted Housing				
5	Public Hearing	Minorities, Non-English Speaking, Specify other language: Spanish Persons with Disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A public review and comment period began on April 11, 2025. A City Council meeting will be held on May 21, 2025.			

Expected Resources

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

Introduction

The City is including two financial resources in the amount of \$1,489,495

1. The City's annual CDBG entitlement award in the amount of \$989,495.
2. The City's HOME award in the amount of \$372,064.92 and the City's match portion in the amount of \$127,935.08 for a total of \$500,000.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	989,495.00	0.00	0.00	989,495.00	989,495.00	The City was allocated \$989,495 for the PY 2025/25. The City anticipates this is equal to the remaining Con Plan balance.
Other: HOME	public - federal	Housing	\$372,064.92	0.00	0.00	0.00	0.00	HUD HOME allocation for the 2024/25 program year.
Other City of Madera	public - state	Housing	\$127,935.08	0.00	0.00	0.00	0.00	City's local match requirement for the 2024/25 HOME allocation.
Other	public - state	Housing Public Improvements	0.00	0.00	0.00	0.00	0.00	

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

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent and Reduce Homelessness	2020	2024	Homeless	City of Madera City Limits	Homeless Needs and Services	CDBG: \$58,424.00	Homelessness Prevention: 34 Persons Assisted
2	Enhance Quality of Infrastructure	2020	2024	Non-Housing Community Development	City of Madera City Limits	Public Improvements and Public Infrastructure	CDBG: \$643,172.00	Other: 66000 Other
3	Improve Access to Services	2020	2024	Non-Homeless Special Needs Non-Housing Community Development	City of Madera City Limits	Community Services	CDBG: \$90,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 1990 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	CDBG Administration	2020	2024	Administration	City of Madera City Limits	Housing Needs Community Services Public Improvements and Public Infrastructure Homeless Needs and Services	CDBG: \$197,899.00	Other: 0 Other
6	HOME Administration	2020	2024	Administration	City of Madera City Limits	Housing Needs	HOME: \$500,000	Other: 0

Table 7 – Goals Summary

Goal Descriptions

1	Goal Name	Prevent and Reduce Homelessness
	Goal Description	<p>The City is funding two projects that support this Strategic Plan Goal:</p> <ol style="list-style-type: none"> 1. OLIVE Charitable Foundation- \$11,165 will serve 24 individuals. 2. CAPMC Housing Stabilization- \$47,259 will serve 10 individuals.

2	Goal Name	Enhance Quality of Infrastructure
	Goal Description	City of Madera Engineering Department- Parking Lot Project- \$643,172 will serve 66,000 individuals.
3	Goal Name	Improve Access to Services
	Goal Description	<p>City of Madera Parks- Senior Services- \$65,000 will serve 1,200 individuals.</p> <p>Madera Coalition for Community Justice, Environmental Stewardship Program - \$5,000 will serve 50 individuals</p> <p>Pequenos Empresarios - \$10,000, will serve 340 individuals</p> <p>Project Run Madera - \$10,000, will serve 400 individuals</p>
5	Goal Name	Administration
	Goal Description	<p>The City is funding two projects that directly support this strategic plan Goal:</p> <p>1. City of Madera CDBG Administration, \$177,899.</p> <p>2. CAPMC- FMCoC Pont in Time Project, \$20,000.</p>
6	Goal Description	<p>The City is funding one project that directly supports this strategic plan goal:</p> <p>1. City of Madera HOME Administration: \$500,000</p>

Projects

AP-35 Projects – 91.220(d)

Introduction

The following is a list of the projects funded through the 2024/2025 CDBG Annual Action Plan. The projects consist of administration, public services and capital projects. Administration and public service projects are expected to be completed by June 30, 2025, while the Parking lots project may not be completed during this Program Year.

Projects

#	Project Name
1	City of Madera CDBG Admin 24/25
2	CAPMC Administration- Fresno Madera Continuum of Care, PIT Count
4	OLIVE Charitable Organization- The Bennet House
7	City Parks Department- Seniors Nutrition & Recreational Programs
8	City: Engineering- City Community & Park Facilities Parking Lot Surface Rehabilitation Project
9	Community Action Partnership- Housing Stabilization
10	Madera Coalition for Community Justice- Youth Environmental Stewardship Project
11	Pequenos Empresarios
12	Project Run Madera
13	City of Madera HOME Admin 24/25

Table 8 - Project Information

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

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

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

AP-38 Project Summary
Project Summary Information

1	Project Name	City of Madera CDBG Admin 24/25
	Target Area	City of Madera City Limits
	Goals Supported	Administration
	Needs Addressed	Housing Needs Community Services Public Improvements and Public Infrastructure Homeless Needs and Services
	Funding	CDBG: \$177,899.00
	Description	The City of Madera provides full oversight of the CDBG program. Administrative funding will be applied to personnel costs associated with providing such oversight. Examples of operating tasks associated with oversight include: subrecipient invoice processing, subrecipient monitoring, revising policies and procedures, and daily program management tasks.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	This activity provides administration oversight of the CDBG program, therefore an estimated number of participants isn't proposed.
	Location Description	CDBG staff are housed at the City of Madera, City Hall building. This building is centrally located and is adjacent to the Madera County Government building. The building is easily accessible from Highway 99
	Planned Activities	CDBG administration includes all program monitoring of subrecipients of CDBG funds and grantee oversight of the annual CDBG allocation
2	Project Name	CAPMC Administration- Fresno Madera Continuum of Care, PIT Count
	Target Area	City of Madera City Limits
	Goals Supported	Administration
	Needs Addressed	Community Services
	Funding	CDBG: \$20,000.00

	Description	The Fresno Madera Continuum of Care (FMCoC) works collaboratively to reduce homelessness within Madera and Fresno Counties. Community Action Partnership of Madera County, Inc. is applying for CDBG funding in order to continue to pay for membership to the FMCoC in order to have 2 CAPMC staff to attend the FMCoC meetings which are held once a month. CAPMC has remained an active member in good standing with the FMCoC and is also an active participant on the FMCoC, board thanks to the CDBG funding.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Administration for the program focusses on assessing the homeless need in the community. This assessment comes in the form of a Point In Time count. However, the PIT count is not funded by the CDBG grant. Staff paid for through this grant prepare for the annual PIT count.
	Location Description	Staff are housed at the Community Action Partnership office. The PIT count that staff work towards takes place throughout city limits.
	Planned Activities	This grant pays for the administration of an annual homeless point in time count survey as well as staff participation in the Fresno Madera Continuum of Care meetings.
3	Project Name	OLIVE Charitable Organization- The Bennet House
	Target Area	City of Madera City Limits
	Goals Supported	Prevent and Reduce Homelessness
	Needs Addressed	Homeless Needs and Services
	Funding	CDBG: \$11,165.00

	Description	Olive Charitable Organization is an anti-trafficking agency that was founded by law enforcement in 2015. We offer safe housing, case management and advocacy to victims of human sex trafficking locally. Our goal is to provide safety and assistance navigating through the different available resources to each client. Our services are 'client centered' in that we allow each client to choose their own recovery pathway. We do not offer a 'program' in our safe house, but rather provide the platform as a supportive service for recovery to be client centered. Our opinion is that nobody knows better what they need than each individual person, therefore, we facilitate safety and stability as clients progress in recovery that is their own. Tenants in our safe house are required to undergo random and regular drug and alcohol testing, progression in their services of choice, and random room inspections. We assist with maintaining all parole, probation and court orders as well. We do not allow deviation from these orders by clientele at any time. The measurement we use for success differs from client to client as each person is different. Other activities we promote are education to the general public, any government or non-government agency and an outreach to educate purchasers of commercial sex on their part in sex trafficking/sexual exploitation. Awareness campaigns such as the 'Red Sand Project' also fall under events that we host. We know that education is key to ending trafficking.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 24 individuals are expected to be served by this project. The individuals are victims of human trafficking. On occasion, a child is housed along with the parent.
	Location Description	The services will rendered are to victims living in the City limits of Madera.
	Planned Activities	OLIVE will provide temporary, transitional safe housing for victims of human sex trafficking. The goal of the project is to connect clients to available resources that will enable them to become self sufficient. Resources included but are not limited to: drug/alcohol rehabilitation, licensed therapy for trauma, life coaching, transportation, assistance with probation/parole, assistance through court ordered services, obtaining proper identification, medical services, and applying for employment/school assistance.

4	Project Name	City Parks Department- Seniors Nutrition & Recreational Programs
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services
	Needs Addressed	Community Services
	Funding	CDBG: \$65,000.00
	Description	The City of Madera Parks & Community Services Department offers a wide range of programs and services to enhance the quality of life of the senior citizens aged 60 and over living in Madera. The Frank Bergon Senior Center and The Pan-American Community Center provide a wide range of services and programs to the community. These include educational opportunities, health and wellness classes, volunteer opportunities, social events, nutrition education and meals, games, arts and crafts, one-day trips and excursions, as well as access to a library and computer lab.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,200 seniors who reside in the community will benefit from this project.
	Location Description	Activities for this project take place at the John Wells Youth Center. The Center is located in a residential disadvantaged area of the community. Additionally, there are Public Housing senior apartments within walking distance of the Center
5	Planned Activities	The project will provide congregate meals, exercise and wellness classes, technology classes, and educational classes. Additionally, the participants will take part in a Senior Health & Wellness Fair that is focused on ageing. Educational day trips are also provided
	Project Name	City: Engineering- City Community & Park Facilities Parking Lot Surface Rehabilitation Project
	Target Area	City of Madera City Limits
	Goals Supported	Enhance Quality of Infrastructure
	Needs Addressed	Public Improvements and Public Infrastructure
	Funding	CDBG: \$643,172.00

	Description	Parking Lot rehabilitation at various community center and park facilities, which will involve repairing and improving the existing the parking lot surfaces. It will also include filling potholes, crack filling, and applying a new layer of sealant. The goal of this project is to restore the functionality and appearance
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 68,000 low-moderate income individuals are expected to benefit from this activity.
	Location Description	These parks are located all around Madera in low-income to moderate areas. Pan-American Center, Gateway Rotary, Sunrise Rotary, John W. Wells Youth Center and the Frank Bergon Senior Center.
	Planned Activities	This activity will improve the current parking lots in Pan-American Center, Gateway Rotary, Sunrise Rotary, John W. Wells Youth Center and the Frank Bergon Senior Center.
6	Project Name	Community Action Partnership- Housing Stabilization
	Target Area	City of Madera City Limits
	Goals Supported	Prevent and Reduce Homelessness
	Needs Addressed	Homeless Needs and Services
	Funding	CDBG: \$47,259.00

	Description	The number of people experiencing homelessness in Madera County continues to be an issue and has become a crisis. Community Action Partnership of Madera County, Inc. (CAPMC) is applying for CDBG funding to continue providing assistance such as outreach services, emergency housing and deposit and rental assistance to individuals and families that find themselves homeless or at-risk of becoming homeless. For those individuals and families found during outreach efforts that find themselves homeless, CAPMC will assist with providing temporary emergency housing. Because some homeless individuals have emotional support animals, funding will also be used to pay for pet fees charged by the motels. For those individuals and families that are in need of assistance to keep their housing, for example, have fallen behind on rent or are in need of assistance with a deposit in order to move into housing, CAPMC will assist with prevention and diversion, assisting with the amount to help get them caught up with rent or moved in. This funding will also be utilized to assist those that are hard to place due to a variety of circumstances such as domestic violence cases.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	A total of 14 low-moderate income individuals/households will be served by this project.
	Location Description	The Community Action Partnership of Madera County office is centrally located within the City. This allows easy access to individuals in need.
	Planned Activities	This project will pay for emergency housing (hotel stays) for those individuals/households that have exhausted all other means of assistance.
7	Project Name	Madera Coalition for Community Justice- Youth Environmental Stewardship Project
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services
	Needs Addressed	Community Services
	Funding	CDBG: \$5,000.00

	Description	The project seeks to develop a new generation of Madera youth who are academically high achievers, leaders and active citizens. It's a year-long program engaging youth in a unique experience that integrates academic study (STEM), community-service (environmental justice issues), character development, civic responsibility, and youth voice.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	This program aims to assist a total of 30 children.
	Location Description	This program is located within the City of Madera.
	Planned Activities	MYESP II will continue the success of FY 2023-4 project in developing a new cadre of youth who will be academically high achievers, leaders and active citizens. It's a year-long program engaging youth in a unique experience that integrates academic study, community-service (environmental justice issues), character development, civic responsibility and youth voice.
8	Project Name	Pequenos Empresarios
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services
	Needs Addressed	Community Services
	Funding	CDBG: \$10,000.00
	Description	This project offers bilingual workshops to help develop, social skills, financial literacy, family and community bonds, emotional intelligence, assistance with positive self esteem, social awareness, personal evaluation, values and proper etiquette to local youth.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	About 340 children will be assisted with the allocation
	Location Description	This is an online course that assists children who live within the City of Madera.

	Planned Activities	Young Entrepreneurs and our mission is to change the world through our playful approach with children in our community and helping adults achieve their financial and personal dreams. The children gain self-esteem and cultivate knowledge in finance, good manners, and environmental awareness.
9	Project Name	Project Run Madera
	Target Area	City of Madera City Limits
	Goals Supported	Improve Access to Services
	Needs Addressed	Community Services
	Funding	CDBG: \$10,000.00
	Description	The project provides running resources such as running shoes, shorts, shirts and sports bras to middle & high school runners; we also host community events such as our summer track clinic for grade k-12, where athletes learn and improve track skills. Purposes of project is to keep the youth off the streets, in the sport of running, and ultimately school
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated this allocation will assist 500 children within the City of Madera.
	Location Description	This will assist middle school and highschool students in the City of Madera.
	Planned Activities	Project Run Madera provides running resources such as running shoes, shorts, shirts and sports bras to middle & high school runners.
10	Project Name	City of Madera HOME Admin 24/25
	Target Area	City of Madera City limits
	Goals Supported	Administration
	Needs Addressed	Housing Needs Homeless Needs and Services
	Funding	HOME: \$372,064.92, City of Madera: \$127,935.08

	Description	The City of Madera provides full oversight of the HOME program. Administrative funding will be applied to personnel costs associated with providing planning and oversight.
	Target Date	06/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	This activity provides administration oversight of the HOME program, therefore an estimated number of participants isn't proposed.
	Location Description	HOME staff are housed at the City of Madera, City Hall building. This building is centrally located and is adjacent to the Madera County Government building. The building is easily accessible from Highway 99.
	Planned Activities	HOME administration includes determining best use for the HOME funds. Planning may include hosting local stakeholder meetings, strategizing with internal City personnel, or networking with other HOME assisted participating jurisdictions.

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 and HOME funds are allocated either to city-wide services and programs or within eligible census tracts.

Discussion

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

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City understands the critical need to increase the affordable housing stock as well as assist in maintaining housing and/or prevent homelessness. There are two programs funded this year, OLIVE Charitable Organization and Community Action Partnership of Madera County.

One Year Goals for the Number of Households to be Supported	
Homeless	34
Non-Homeless	0
Special-Needs	0
Total	34

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

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	1
Acquisition of Existing Units	0
Total	1

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

Discussion

The City did not fund an activity that supports affordable housing as defined by the HOME regulation related to rental housing or homeownership.

The City anticipates utilizing state 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.

The City will strategize the best use of the newly allocates federal HOME funds. The City may consider utilizing federal HOME funds towards the development of affordable housing.

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 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 continue strategizing with HACM staff during the 2024/2025 fiscal year to discuss how to effectively address public housing needs based off of the HACM Public Housing Annual Plan and identified needs in the community.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

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

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

The Housing Authority is not designated as troubled and is in good standing under 24 CFR 902.

Discussion

For any additional information or inquiries about the Housing Authority's Public Housing Plan, requests 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).

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 the 2024/2025 Annual 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 supports the FMCoC annual Point-in-Time 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 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.

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 partnership with CAPMC, the City will collaborate in efforts towards reducing the homeless population and recidivism back into a homeless state. The City is encouraged by CAPMC's program focused on transitional housing.

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

The funding for the FMCoC will support efforts to bring community awareness to the homeless populations and provide outreach and education on the resources available for residents at-risk of becoming homeless. The Homeless Awareness Day Event in the City of Madera is a good example of this outreach and education

Discussion

In addition to services for homeless persons or those at risk of homelessness, the City's special needs populations includes seniors and disabled persons. The City is funding a program targeting seniors in support of our special needs populations in PY 2024/25.

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 utilizes 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 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 has program income from previously used state HOME funds to support its affordable housing program. The City will continue to foster and maintain affordable housing through the following programs:

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

Additionally, the City will utilize federal HOME funds to strategize how to continue supporting affordable housing in the community.

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 2024/25 PY, two activities will be funded to address this need. These

activities are:

- Community Action Partnership of Madera County, Housing Stabilization
- OLIVE Charitable Organization, the Bennet House

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 and HOME programs. 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 are dedicated to bridging partnerships that will create a long-term impact in the community.

Discussion:

The Grants Division is dedicated to improving services in the City of Madera. Staff is focused on reaffirming the needs in the community and effectively addressing these in upcoming Action Plans.

Program Specific Requirements

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

Introduction:

The City of Madera strives to allocate CDBG and HOME funding to low-moderate income residents. The City has allocated all anticipated revenues in the PY 2024/25 Annual Action Plan.

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.

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

Other CDBG Requirements

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

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

Attachments

Citizen Participation Comments

PROOF OF PUBLICATION

(PUBLIC COPY)

The Madera Tribune - P.O. Box 269 - Madera, CA 93639
Ph: 559-674-2721 | Fax: 559-675-0520 | legals@maderacalifornia.net

NOTICE OF PUBLIC HEARING

CITY OF MADERA | GRANTS DEPARTMENT

REF. NO. 6985

STATE OF CALIFORNIA

County of Madera

)
) ss.
)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above noticed matter; I am the principal clerk of the printer of the Madera Tribune, a newspaper of general circulation, published in the City of Madera, County of Madera, and which newspaper has been adjudged a newspaper of General Circulation by the Superior Court of the County of Madera, State of California, under the date of November 9, 1990, Case Number 4875 and the notice, of which the annexed is a printed copy, has been published in every year and entire issue of said newspaper and not in any abridgment thereof on the following dates, to-wit:

PUBLISHED ON: MARCH 30, 2024

certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: March 30, 2024

Signature

Christy Lopez

NOTICE OF A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT REGARDING THE CITY OF MADERA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2024/25 PROPOSED FUNDING ALLOCATIONS IN THE AMOUNT OF PLUS OR MINUS 10% OF \$981,730.00

Notice is hereby given that the City of Madera will hold a 30-Day Public Hearing to receive comments on the City's 2024/25 draft Annual Action Plan and proposed funding allocations. The Public Hearing will begin on Wednesday April 3, 2024, at 6:00 PM during the City Council's regularly scheduled meeting and conclude on May 3, 2024 at 5:00 PM. The Council Chambers will be open to the public. This meeting will also be available for public viewing and participation through Zoom. Members of the public may also observe the live streamed meeting on the City's website at www.madera.gov/live. Members of the public may comment on agenda items at the meeting or remotely through an electronic meeting via phone by dialing (669) 900-8833 enter ID: 871 0554 9385. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at: 205 W. 4th Street Madera, CA 93637.

The objective of this Public Hearing is to allow the public the opportunity to offer the City Council input on the City's 2024/25 CDBG draft Annual Action Plan and allocation of funds.

The City of Madera must comply with the CDBG regulations set forth by the U.S. Department of Housing and Urban Development (HUD). The 2024/25 Action Plan funding must be used to meet at least one of HUD's National Objectives:

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

All persons interested in this matter may be heard at the hearing. Individuals with low to moderate incomes, disabled and elderly persons, members of minority groups, and persons residing in areas where CDBG programs and projects are proposed are encouraged to participate. For more information, please contact the City of Madera's Grant Administrator, Marcela Zuniga at (559) 661-3682 or mzuniga@madera.gov for more information.

No. 0985 - March 30, 2024

*****Proof of Publication*****

(2015 F.C.C.2.)

The Madera Tribune
P.O. Box 255
Madera, Ca 93603
Ph: 559-674-2424
legals@maderatribune.net

PUBLIC NOTICE

CITY OF MADERA | GRANTS DEPARTMENT

RFF. NO. 6493

STATE OF CALIFORNIA

County of Madera

)
) ss.
)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the Madera Tribune, a newspaper of general circulation, published in the City of Madera, County of Madera, and which newspaper has been adjudged a newspaper of General Circulation by the Superior Court of the County of Madera, State of California, under the date of November 9, 1966, Case Number 4875 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

PUBLISHED ON: OCTOBER 28, 2023

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

Date: 28 of October, 2023
This Day
Signature: Christy Lopez



**City of Madera
Notice of Funding Availability for the
Community Development Block Grant Program (CDBG)
FY 2024-2025 / Request for Applications**

On an annual basis, the City of Madera receives Community Development Block Grants (CDBG) program funds from the U.S. Department of Housing and Urban Development (HUD). The purpose of CDBG funds is to develop viable communities through providing decent affordable housing, a suitable living environment, and expanded economic development opportunities for persons of low and moderate income.

All citizens/organizations interested in applying for CDBG funds are encouraged to attend the Application/Technical Assistance Workshop. Below is an approximate timeline for the awarding of the annual CDBG funds.

Key Dates	
Date	Action Item
10/23/23	2024-2025 CDBG Applications Open Applications will only be accepted electronically through City Data Services. See application submission information below.
11/04/23	Technical Assistance Application Workshop - 9-30 PM Participants can also attend via ZOOM using the following link: www.cityofmadera.gov/cdbg-zoom
11/30/23	CDBG Application Submission Deadline Applications must be submitted online by 5:00 PM.
4/04/24	TRANS Draft Action Plan to City Council - 30 Day Public Review Period for Draft Annual Action Plan Opens
4/06/24	30-Day Public Review Period for Draft Annual Action Plan Closes
4/17/24	City Council Committee Adoption of the 2024-2025 Annual Action Plan
5/15/24	2024-2025 Annual Action Plan Submission Deadline
7/1/24	2024-2025 CDBG Program Year Begins

- Current CDBG funding recipients who wish to apply for the 2024-25 funds will find the link "Apply for FY 24-25" in the "Applications" column when they log in at www.cityofmadera.gov.
- New Applicant Agencies that are not currently funded should log in to www.cityofmadera.gov on or after 10/23/23 (based on the date of their User Name and Password). Applicants will be prompted to enter basic information to receive a unique Username and Password. By logging in with these new credentials, the FY 2024-25 application will be available as a link in the "Applications" column.

Contact

For additional information, please contact:

Mickela Zuniga, Grants Administrator at (559) 661-3592 or via email at mzuniga@cityofmadera.gov
Por asistencia en español sobre esta aviso, por favor llame al (559) 661-3592.



The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seven (7) days prior to the meeting. Please call the Human Resources office at (559) 661-5961. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

Rev. 04/20 October 23, 2023

From: [Van Winkle, Luz](#)
To: [>CityClerkInfo](#)
Subject: Fondos para la Organización Pequeños Empresarios
Date: Friday, May 3, 2024 11:51:44 AM

You don't often get email from lvanwinkle@etaacharter.com. [Learn why this is important](#)

A quien corresponda:

Mi nombre es Luz E. Vanwinkle y soy madre de dos niños quienes se han visto beneficiados con el Programa de Pequeños Empresarios aquí en la ciudad de Madera, Ca. Nuestra experiencia ha sido positiva y sus talleres han ayudado mucho a mis hijos los cuales han enseñado a tener valores, cuidar el medio hambrienta y ahorrar. Yo les pido que por favor sigan apoyando a esta organización para que sigan ayudando a todos nuestros niños de esta ciudad. Muchas gracias por su tiempo y comprensión.

Luz Vanwinkle
(559)7185292

From: [Rosaura Muro Rodriguez](#)
To: [>CityClerkInfo](#)
Subject: Hola buenas tardes mi nombre es Rosaura Garcia quisiera compartir lo que para mi y mi familia a significado ver recibido ese apoyo de parte de pequeños empresarios nos a cambiado la vida y la verdad seria hermosa que estos talleres en madera le diera...
Date: Friday, May 3, 2024 7:01:51 PM

[You don't often get email from rosaura2176@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Enviado desde mi iPhone

From: [hilda Lopez](#)
To: [>CityClerkInfo](#)
Date: Friday, May 3, 2024 6:49:47 PM

You don't often get email from hildarios17@gmail.com. [Learn why this is important](#)

Hola buenas tardes mi nombre es Hilda yo estoy apoyando y haciendo los talleres que colectivo conciente está haciendo ami en lo personal me está aportando mucho en mi vida como mujer y madre dándome herramientas para yo ser mejor ser humano para mi y para mi familia pido de gran corazón ♥ el apoyo para ellos porfavor gracias gracias

From: [Simona Reyes](#)
To: [>CityClerkInfo](#)
Subject: Me gustaría que nos ayude apoyar a este programa en realidad es de mucho apoyo en mi personal me apoyo mucho querer ser esa mujer que siempre había querido ser valiente segura y sobretodo ahora se que tengo muchas posibilidades de salir adelante luchar...
Date: Friday, May 3, 2024 7:24:27 PM

[You don't often get email from simonareyes93@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Enviado desde mi iPhone

From: [Victor Higuera](#)
To: [>CityClerkInfo](#)
Subject: Pequeño empresario/ club consiente collective
Date: Friday, May 3, 2024 7:17:16 PM

[You don't often get email from victor_higuera1@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Buenos tardes dese que apoyen el programa de pequeño empresario/ club consiente colectivo porque me an ayudado a ver mi mejor versión de me. Ayudaron a terminar con paradigmas que tenia y no sabia lo importante que es un abrazo a un niño porque como de niño mis padres no demostraron eso se me Asia normal. Me ayudaron a tener más confianza en mi and mi visión de abrir una negociación y lo abrí y a hora aser un legado para ayudar a toda mi comunidad a soñar y cumplir eso sueño. Porfavor ayuden a una organización que solo ayuda a mejorar la comunidad y las nueva generaciones gracias yo soy Victor higuera vivo en el condado de madera y tengo 32 años
Sent from my iPhone

From: [Jordania Rojas](#)
To: [>CityClerkInfo](#)
Subject: Pequeños Empresario-Club Colectivo Conciente.
Date: Friday, May 3, 2024 7:14:38 PM

[You don't often get email from jordaniarojas724@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Programa como este deben de ser potencializados y promovido por entidades que buscan mejorar la vida de los ciudadanos y jóvenes...Mi testimonio es hermoso, llegue al programa sin rumbo, estancada y con muchas carencias en todos los sentidos de mi vida...Me transformo y cambio mi vida en gran manera, deseo ver a otras personas viviendo este momento.

From: [Mirella Garcia](#)
To: [>CityClerkInfo](#)
Subject: Pequeños Empresarios
Date: Friday, May 3, 2024 12:15:16 PM

[You don't often get email from mirella.garcia5@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Enviado desde mi iPhone

De la manera mas gentil les pido por favor , apolillemos a estos chicos que luchas y ponen todo su empeño y dedicación para ser unos jóvenes de bien en nuestra sociedad.
Y un ejemplo para otros jóvenes y motivarlos que si se puede acer una gran diferencia
De antemano muchas gracias
Bendiciones

From: [Jairo Parra](#)
To: [>CityClerkInfo](#)
Subject: Pequeños empresarios club colectivo consciente
Date: Friday, May 3, 2024 7:05:05 PM

[You don't often get email from jairoparra532@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Este programa que ofrece pequeños empresarios me a ayudado mucho en ser mejor padre eh cambiado muchas cosas de la forma en la que era con mis hijos creo que los debemos apoyar para que nuestra comunidad sea mucho mejor. Las personas que eh conocido que an pasado por este taller sean beneficiado de muchas formas.
Por favor apóyenlos

Atentamente,
Jairo Parra

From: [Laura Carpio](#)
To: [>CityClerkInfo](#)
Subject: Pequeños Empresarios
Date: Friday, May 3, 2024 7:32:49 PM

[You don't often get email from lauracarpio16@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Buenas tardes
A quien corresponda del condado de Madera

Este correo es para pedirles su apoyo para este grupo que está establecido en el condado de madera que se llama Pequeños Empresarios el cual ayuda a niños, jóvenes y adultos a mejorar nuestra calidad de vida mediante cursos, pláticas, reuniones.

Muchas gracias
Saludos

Enviado desde mi iPhone

From: [Zelda Leon](#)
To: [Marcela Zuniga](#)
Cc: [Liliana Camacho](#)
Subject: Retrieved Text from Hernan Guadarrama
Date: Friday, May 24, 2024 8:27:45 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Yo Hernan Guadarrama tome la clase y me gusto mucho ayuda mucho es muy productivo estube aportando con tiempo en el taller de los jóvenes y mire el cambio en los niños es muy bueno



Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Zelda Leon
Sent: Thursday, May 23, 2024 9:14 AM
To: Marcela Zuniga <mzuniga@madera.gov>
Cc: Liliana Camacho <lcamacho@madera.gov>
Subject: RE:

Hi, I am not sure what happened.

I don't have that email any more.

Did Lily get it?



Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Marcela Zuniga <mzuniga@madera.gov>
Sent: Thursday, May 23, 2024 9:10 AM
To: Zelda Leon <zleon@madera.gov>; Liliana Camacho <lcamacho@madera.gov>
Subject: RE:

Hi Zelda,

I do not see a message in the email or attached.

mz



From: Zelda Leon <zleon@madera.gov>
Sent: Friday, May 17, 2024 3:09 PM
To: Marcela Zuniga <mzuniga@madera.gov>; Liliana Camacho <lcamacho@madera.gov>
Subject: FW:

Hi, please see message below.

Thank you.



From: Hernan Guadarrama <guadarramahernan23@gmail.com>
Sent: Friday, May 3, 2024 4:51 PM
To: >CityClerkInfo <cityclerkinfo@madera.gov>
Subject:

You don't often get email from guadarramahernan23@gmail.com. [Learn why this is important](#)

From: [Zelda Leon](#)
To: [Marcela Zuniga](#)
Cc: [Liliana Camacho](#)
Subject: Retrieved Text from Hernan Guadarrama
Date: Friday, May 24, 2024 8:27:45 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Yo Hernan Guadarrama tome la clase y me gusto mucho ayuda mucho es muy productivo estube aportando con tiempo en el taller de los jóvenes y mire el cambio en los niños es muy bueno



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Sent: Thursday, May 23, 2024 9:14 AM
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Cc: Liliana Camacho <lcamacho@madera.gov>
Subject: RE:

Hi, I am not sure what happened.

I don't have that email any more.

Did Lily get it?



Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Marcela Zuniga <mzuniga@madera.gov>
Sent: Thursday, May 23, 2024 9:10 AM
To: Zelda Leon <zleon@madera.gov>; Liliana Camacho <lcamacho@madera.gov>
Subject: RE:

Hi Zelda,

I do not see a message in the email or attached.

mz



Marcela Zuniga, MSOL | City Grants Administrator
City of Madera | Administration
205 West 4th Street, Madera, CA 93637
p. (559) 661.3692 | c. (559) 377-2312
mzuniga@madera.gov



From: Zelda Leon <zleon@madera.gov>

Sent: Friday, May 17, 2024 3:09 PM

To: Marcela Zuniga <mzuniga@madera.gov>; Liliana Camacho <lcamacho@madera.gov>

Subject: FW:

Hi, please see message below.

Thank you.



Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Hernan Guadarrama <guadarramahernan23@gmail.com>

Sent: Friday, May 3, 2024 4:51 PM

To: >CityClerkInfo <cityclerkinfo@madera.gov>

Subject:

You don't often get email from guadarramahernan23@gmail.com. [Learn why this is important](#)

From: [Omar Carrillo](#)
To: [>CityClerkInfo](#)
Subject: Talleres de pequeños empresarios!!
Date: Friday, May 3, 2024 7:37:02 PM

[You don't often get email from omarcarr_ita@hotmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Buenas tardes,

A quien corresponda por este medio quiero informarle de la forma que me han ayudado estos talleres de los pequeños empresarios para romper paradigmas y malos hábitos con los que venimos cargando por todo lo largo de nuestra vida sin darnos cuenta en el error que estamos y afectando a nuestros hijos.

Por eso solicitamos su ayuda para continuar con estos talleres gratuitos y para seguir ayudando a miles de personas que lo necesitan.

De antemano muchas gracias por tu ayuda a este correo y cualquier duda o comentario estoy a tus órdenes.

Atentamente

Omar Carrillo

Grantee Unique Appendices



REPORT TO CITY COUNCIL

Approved by:

Michael Lima, Director of Financial Services

Council Meeting of: June 19, 2024

Agenda Number: _____

Arnoldo Rodriguez, City Manager

SUBJECT:

Public hearing to approve the Community Development Block Grant (CDBG) 2024/25 Annual Action Plan final funding allocations and sub-recipient agreements.

RECOMMENDATION:

Conduct a public hearing to receive final public input on the 2024/25 Annual Action Plan and adopt Resolutions Approving a 2024/25 CDBG Subrecipient Agreement for Services for:

1. \$177,899 with City of Madera 24-25 CDBG Administration; and
2. \$20,000 with Community Action Partnership of Madera County; and
3. \$5,000 with Madera Coalition for Community Justice; and
4. \$10,000 with Project Run Madera; and
5. \$10,000 with Pequeños Empresarios; and
6. \$11,165 with O.L.I.V.E. Charitable Organization; and
7. \$47,259 with Community Action Partnership of Madera County; and
8. \$65,000 with Madera County Association of Realtors; and
9. \$642,172 with City of Madera Engineering Department.

SUMMARY:

The U.S. Department of Housing and Urban Development (HUD) announced the 2024/25 CDBG funding allocations on May 7, 2024. The City's eligible allocation for the 2024/25 Annual Action Plan is \$989,495.

Council approved tentative Annual Action Plan allocations on April 3, 2024. HUD had not released the 2024/25 allocations prior to Council making tentative allocations; therefore, tentative funding recommendations were based on the City's 2023/24 allocation of \$981,730. HUD requires a 30-day public comment period after approving tentative allocations. The public comment period

opened on April 3, 2024, and expired on May 3, 2024. On May 15th, Council updated tentative allocations based on HUD's 2024/25 program year funding. A second public hearing is required for Council to approve final funding allocations and to enter into agreements with grant sub-recipients.

DISCUSSION:

The City is a CDBG entitlement jurisdiction that receives an annual funding allocation. Each year, the City is eligible to apply for and receive the funds through the development and submittal of a CDBG Annual Action Plan. Activities proposed in the CDBG Annual Action Plan must meet, at a minimum, one of the following objectives:

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

In addition to the national objectives, HUD requires the identification of primary and secondary-tier local funding priorities. The City has identified these local funding priorities in the 2020-2024 Consolidated Action Plan, which are as follows:

- 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

HUD mandates allocating funds across three distinct categories, each subject to a specified maximum amount, as part of its expenditure requirements. The funding category allocation amounts must be based on the current year's award. The City is eligible to receive \$989,495 for the 2024/25 program year.

The revised funding allocations are provided in Table 1.

Table 1: Eligible funding categories and maximum funding		
<i>Funding Categories</i>	<i>Maximum % per category</i>	<i>Actual Maximum \$ per category</i>
Administration	20%	\$197,899
Public Service	15%	\$148,424
Capital Projects/Public Improvements	No max.	\$643,172
Total	100%	\$989,495

Summary of Subrecipient Grant Applications and Tentative Council Allocations

On October 23, 2023, the City released a Request for Funding Proposal (RFP) inviting eligible and interested entities to submit applications for the CDBG 2024/25 funding cycle. Twelve applications were received.

Administration Applications

Table 2 below shows the tentative Council allocations for Administration. The eligible allocation is \$197,899, and the total requested was \$216,400.

Table2: City Council Tentative Administration Allocations		
<i>Applicant</i>	<i>City Council 04/03/24 Allocations</i>	<i>City Council 05/15/24 Allocations</i>
City of Madera – Action Plan Administration <i>Administration to Oversee CDBG Program</i>	\$176,346	\$177,899
CAPMC – Fresno Madera Continuum of Care <i>Point-in-Time Count Administration</i>	\$20,000	\$20,000
Total	\$196,346	\$197,899

Public Service Applications

The eligible allocation is \$148,424, and the total requested was \$466,186. Table 3 below shows the Council's tentative allocations for Public Services.

Table3: City Council Tentative Public Service Allocations		
<i>Applicant</i>	<i>City Council 04/03/24 Allocations</i>	<i>City Council 05/15/24 Allocations</i>
Madera Coalition for Community Justice <i>Youth Environmental Stewardship</i>	\$5,000	\$5,000
Madera Coalition for Community Justice <i>Utility Shutoff</i>	\$0	\$0
Pequeños Empresarios <i>Child Entrepreneurship Education</i>	\$10,000	\$10,000
Project Run Madera <i>Project Run Madera</i>	\$10,000	\$10,000
Madera Rescue Mission <i>Homeless Prevention and Services</i>	\$0	\$0
O.L.I.V.E. Charitable Organization <i>The Bennet House</i>	\$10,000	\$11,165
Community Action Partnership <i>Housing Stabilization</i>	\$47,259	\$47,259

Madera County Workforce <i>In-Home Child Care</i>	\$0	\$0
City Parks Department <i>Madera Seniors Nutrition & Recreational Program</i>	\$65,000	\$65,000
Total	\$147,259	\$148,424

Capital Projects/Public Improvements

There was one application in the CDBG Capital Projects/Public Improvements category. The total available allocation is \$642,172 and the total requested is \$650,000. Table 4 below has the Capital Projects/Public Improvements applicant and the tentative Council funding allocation.

Table4: City Council Tentative Capital Projects/Public Improvements Allocations		
<i>Applicant</i>	<i>City Council 04/03/24 Allocations</i>	<i>City Council 05/15/24 Allocations</i>
City; Engineering Department <i>Community and Park Facilities Parking Lot Surface Rehabilitation Project:</i> <ul style="list-style-type: none"> <i>Pan-American Community Center</i> <i>Gateway Rotary</i> <i>Sunrise Rotary</i> <i>John W. Wells Youth Center</i> <i>Frank Bergon Senior Center</i> 	\$638,125	\$642,172
Total	\$638,125	\$642,172

A 30-day public review and comment period began on April 3, 2024, and closed on May 3, 2024. The City received 10 public comments in support of Pequeños Empresarios. The City received one additional comment after the May 15, 2024 Council meeting in support of Pequeños Empresarios.

FINANCIAL IMPACT:

This allocation will not impact the General Fund. The City will administer the grant with available 2024/25 CDBG administration funds and current City staff. Appropriations for these agreements will be included in the Fiscal Year 2024/25 City budget.

ALTERNATIVES:

As an alternative, Council may:

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

ATTACHMENTS:

1. Resolution
 - Exhibit 1- City of Madera Agreement
 - Exhibit A – Scope of Work
 - Exhibit B – Budget
 - Exhibit C – CDBG Certifications
2. Resolution
 - Exhibit 1- Community Action Partnership of Madera County Agreement
 - Exhibit A – Scope of Work
 - Exhibit B – Budget
 - Exhibit C – CDBG Certifications
3. Resolution
 - Exhibit 1- Madera Coalition for Community Justice Agreement
 - Exhibit A – Scope of Work
 - Exhibit B – Budget
 - Exhibit C – CDBG Certifications
4. Resolution
 - Exhibit 1- Project Run Madera Agreement
 - Exhibit A – Scope of Work
 - Exhibit B – Budget
 - Exhibit C – CDBG Certifications
5. Resolution
 - Exhibit 1- Pequeños Empresarios
 - Exhibit A – Scope of Work
 - Exhibit B – Budget
 - Exhibit C – CDBG Certifications
6. Resolution
 - Exhibit 1- O.L.I.V.E. Charitable Organization Agreement
 - Exhibit A – Scope of Work
 - Exhibit B – Budget
 - Exhibit C – CDBG Certifications
7. Resolution
 - Exhibit 1- Community Action Partnership of Madera County Agreement
 - Exhibit A – Scope of Work
 - Exhibit B – Budget
 - Exhibit C – CDBG Certifications
8. Resolution
 - Exhibit 1- City of Madera, Parks Department Agreement
 - Exhibit A – Scope of Work
 - Exhibit B – Budget
 - Exhibit C – CDBG Certifications
9. Resolution

Exhibit 1- City of Madera, Engineering Department Agreement

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – CDBG Certifications

10. Public Comment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT
BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$177,899)
WITH CITY OF MADERA FINANCE DEPARTMENT**

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the City of Madera Finance Department in the amount of \$177,899 ("Agreement"); and

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

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

1. The recitals listed above are true and correct.
2. The Council approves the Agreement between the City and the City of Madera Grants Department.
3. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
5. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
6. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA, GRANTS AND FINANCE DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and City Of Madera Finance Department, hereafter referred to as "Subrecipient."

RECITALS

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

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (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 "B"**.

The total obligation of the City under this Agreement shall not exceed \$177,899 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the City.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, Subrecipient shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

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

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include 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. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

<u>TERM</u>	<u>PERIOD DURATION</u>	<u>DUE DATES</u>
1 st Period	July 1 - September 30	October 15
2 nd Period	October 1 - December 31	January 15
3 rd Period	January 1 - March 31	April 15
4 th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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 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 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.

11. Assignment

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

12. Subcontracts

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

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

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

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 manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the 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

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

The Subrecipient shall participate in evaluation of the program.

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$500,000 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.

- **Worker's Compensation** as required by the State of California.

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 and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes

of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Subrecipient.

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Finance Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera – Grants Division
205 W. 4th St.
Madera, CA 93637

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

City of Madera, Finance Department:

By: _____
Santos Garcia, Mayor

By: _____
Michael Lima, Director of Financial
Services

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Shannon Chaffin, City Attorney

Date: _____

Date: _____

2024/2025
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. **PROJECT NAME:** City of Madera 2024/25 Administration Funds

II. **APPLICANT:** City of Madera

III. **PROJECT DESCRIPTION:**

The City of Madera provides full oversight of the CDBG program. Administrative funding will be applied to personnel costs associated with providing such oversight. Examples of operating tasks associated with oversight include: subrecipient invoice processing, subrecipient monitoring, revising policies and procedures, and daily program management tasks.

IV. **CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:**

- A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).
- B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. **FUNDING PROPOSAL:**

- A. CDBG Project Budget: \$177,899
- B. Projected Completion Date: June 2025

VI. **OUTCOME MEASUREMENTS:**

Total number of persons that will receive a unduplicated service or benefit is: 0

VII. **PROJECT QUARTERLY MILESTONES**

Quarter	Description of Anticipated Milestones
Quarter 1: July - September	On going CDBG oversight/ monitoring.
Quarter 2: October - December	On going CDBG oversight/ monitoring.
Quarter 3: January – March	On going CDBG oversight/ monitoring.
Quarter 4: April – June	On going CDBG oversight/ monitoring.

Exhibit B

**FY 2024/25 Budget
City of Madera – Administration Project**

Budget Line Item	Madera
Salaries	\$177,899.00
Benefits	\$0.00
Taxes	\$0.00
Subtotal Personnel	\$177,899.00
Move-In Assistance	\$0.00
Supplies & Materials	\$0.00
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
Subtotal Non-Personnel	\$0.00
Total Personnel & Non-Personnel	\$177,899.00
Indirect Costs	\$0.00
TOTAL	\$177,899.00

*COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATIONS*

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

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT
BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$20,000)
WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the Community Action Partnership of Madera County 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:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the Community Action Partnership of Madera County.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and Community Action Partnership Madera County, hereafter referred to as "Subrecipient."

RECITALS

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

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (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 "B"**.

The total obligation of the City under this Agreement shall not exceed \$20,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

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

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include 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. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

<u>TERM</u>	<u>PERIOD DURATION</u>	<u>DUE DATES</u>
1 st Period	July 1 - September 30	October 15
2 nd Period	October 1 - December 31	January 15
3 rd Period	January 1 - March 31	April 15
4 th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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 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 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.

11. Assignment

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

12. Subcontracts

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

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

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

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 manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the 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

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

The Subrecipient shall participate in evaluation of the program.

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$500,000 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.
- **Worker's Compensation** as required by the State of California.

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)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:

Community Action Partnership of Madera County
1225 Gill Ave.
Madera, CA 93637

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA

Community Action Partnership of Madera
County:

By: _____
Santos Garcia, Mayor

By: _____
Mattie Mendez, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Shannon Chaffin, City Attorney

Date: _____

Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. **PROJECT NAME:** Fresno Madera Continuum of Care

II. **APPLICANT:** Community Action Partnership Madera County

III. **PROJECT DESCRIPTION:**

The project will pay for personnel costs for two CAPMC staff to attend and participate in the FMCoC meetings. The FMCoC works collaboratively to reduce homelessness in both Fresno and Madera Counties. CAPMC also uses this funding to prepare for the annual Point In Time Count (PIT).

IV. **CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:**

- A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).
- B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. **FUNDING PROPOSAL:**

- A. CDBG Project Budget: \$20,000
- B. Projected Completion Date: June 2025

VI. **OUTCOME MEASUREMENTS:**

Total number of persons that will receive a unduplicated service or benefit is: 0

VII. **PROJECT QUARTERLY MILESTONES**

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Attend FMCoC Meetings.

Quarter 2 October - December	Attend FMCoC Meetings.
Quarter 3 January - March	Begin preparations for 2024 annual Point in Time Count
Quarter 4 April – June	Attend FMCoC meetings.

Exhibit B

FY 2024-2025 Budget
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY INC.
Community Action Partnership of Madera County Inc.

Budget Line Item	Program Total
Salaries & Wages	\$12,847.00
Benefits	\$2,246.00
Taxes	\$1,073.00
Subtotal Personnel	\$16,166.00
Move-In Assistance	\$0.00
Supplies & Materials	\$0.00
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
Operating Expenses	\$2,166.00
Subtotal Non-Personnel	\$2,166.00
Total Personnel & Non-Personnel	\$18,332.00
Indirect Costs	\$1,668.00
TOTAL	\$20,000.00
Number of Persons Served:	
Cost per Individual:	

*COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATIONS*

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

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200G) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2024/25 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 2024/25 Community Development Block Grant Subrecipient Agreement with the 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:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the Madera Coalition for Community Justice.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

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**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, 2024, by and between the City of Madera ("City") and Madera Coalition For Community Justice, hereafter referred to as "Subrecipient."

RECITALS

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

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (10th) day of the month following the end of each quarter. Allowable expenditures

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under this Agreement are specifically established, attached and incorporated by reference as **EXHIBIT "B"**.

The total obligation of the City under this Agreement shall not exceed \$5,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the SUBRECIPIENT receives CDBG funding under this Agreement, SUBRECIPIENT shall comply with all rules and regulations established pursuant to the Housing and Community

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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 "C"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include 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. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

<u>TERM</u>	<u>PERIOD DURATION</u>	<u>DUE DATES</u>
1 st Period	July 1 - September 30	October 15
2 nd Period	October 1 - December 31	January 15
3 rd Period	January 1 - March 31	April 15
4 th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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 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

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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 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.

11. Assignment

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

12. Subcontracts

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

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

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

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

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

14. Discrimination

a. Eligibility for Services

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

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the 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

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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

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to

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any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$500,000 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.

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- **Worker's Compensation** as required by the State of California.

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)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

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To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Coalition for Community Justice
219 South “D” Street
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

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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: _____
Linette Lomeli, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Shannon Chaffin, City Attorney

Date: _____

Date: _____

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Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. **PROJECT NAME:** Madera Youth Environmental Stewardship

II. **APPLICANT:** Madera Coalition for Community Justice

III. **PROJECT DESCRIPTION:**

The project seeks to develop a new generation of Madera youth who are academically high achievers, leaders and active citizens. It's a year-long program engaging youth in a unique experience that integrates academic study (STEM), community-service (environmental justice issues), character development, civic responsibility and youth voice.

IV. **CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:**

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. **FUNDING PROPOSAL:**

A. CDBG Project Budget: \$5,000

B. Projected Completion Date: June 2025

VI. **OUTCOME MEASUREMENTS:**

Total number of persons that will receive a unduplicated service or benefit is: 30

VII. **PROJECT QUARTERLY MILESTONES**

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Quarter	Description of Anticipated Milestones
Quarter 1 July - September	<ul style="list-style-type: none"> - Hire and train staff. - Staff will develop environmental justice education curriculum in consultation with local advocates experts in the field, - Work out the administrative logistics for the forthcoming year and create guiding protocol for participants. - Recruit youth participants and provide them with orientation of project. - Introduction to the environmental justice field, community mapping and guest presentations. - Youth will spend the next months learning and researching substantive material related to environmental justice.
Quarter 2 October - December	<ul style="list-style-type: none"> Continuing training on EJ issues. - Leadership development training & activities. - Team supported by staff will develop schedule, plan and coordinate logistics to begin developing community projects. -Team will research and plan community service projects - Team will design and implement first community service projects. - Team will take a local trip. The first one will be a guided tour of different polluting sources and sites throughout the metropolitan area of the City of Madera.

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Quarter 3 January - March	<ul style="list-style-type: none"> - Continue the ongoing trainings/activities started in Qtr.2. - Team will research and plan 2nd community service projects - Team will design and implement 2nd community service projects. - Plan and recruit community partners to put on 2024 Earth Day celebration in the City of Madera. -Team will trip visiting one of three communities (Fresno, Tulare and Kern) where the community youth is implementing an air monitoring project to monitor pesticide contamination either in the air or water.
Quarter 4 April – June	<ul style="list-style-type: none"> - Complete community service projects. - Plan and put on Earth Day Celebration. - Team will write “open letter to editor” to the local Madera Tribune and high school newspapers on their projects. - The group will undertake a legislative visit of elected officials of either city, county or state and/or attend a Central Valley Air District Board hearing.

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Exhibit B

FY 2024-2025 Budget
MADERA COALITION FOR COMMUNITY JUSTICE
Madera Coalition for Community Justice- Youth Stewardship

Budget Line Item	Program Total
Project coordinator	\$4,500.00
Benefits	\$500.00
Taxes	\$0.00
Subtotal Personnel	\$5,000.00
Move-In Assistance	\$0.00
Supplies & Materials	\$0.00
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
Subtotal Non-Personnel	\$0.00
Total Personnel & Non-Personnel	\$5,000.00
Indirect Costs	\$0.00
TOTAL	\$5,000.00

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Exhibit C

**COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATIONS**

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.
- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and

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implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

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- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200G) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$10,000) WITH
PROJECT RUN MADERA**

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the Project Run Madera 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:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the Project Run Madera.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND PROJECT RUN MADERA**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and Project Run Madera, 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. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (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 "B"**.

The total obligation of the City under this Agreement shall not exceed \$10,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the City.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

Subrecipient shall administer its program in conformance with OMB Uniform Guidance. These

principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include 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. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official.

Subrecipient shall submit quarterly reports via the City Data System.

<u>TERM</u>	<u>PERIOD DURATION</u>	<u>DUE DATES</u>
1 st Period	July 1 - September 30	October 15
2 nd Period	October 1 - December 31	January 15
3 rd Period	January 1 - March 31	April 15
4 th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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 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 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.

11. Assignment

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

12. Subcontracts

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

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the

Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

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

13. Conflict of Interest

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

14. Discrimination

a. Eligibility for Services

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

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the 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

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

participate in evaluation of the program.

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$500,000 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.
- **Worker's Compensation** as required by the State of California.

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)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

10

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:
Project Run Madera
1470 S. A Street
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

Project Run Madera:

By: _____
Santos Garcia, Mayor

By: _____
Alisha Brown, Chief Executive Officer

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Shannon Chaffin, City Attorney

Date: _____

Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. **PROJECT NAME:** Project Run Madera

II. **APPLICANT:** Project Run Madera

III. **PROJECT DESCRIPTION:**

The project provides running resources such as running shoes, shorts, shirts and sports bras to middle & high school runners; we also host community events such as our summer track clinic for grade k-12, where athletes learn and improve track skills. Purposes of project is to keep the youth off the streets, in the sport of running, and ultimately school.

IV. **CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:**

- A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).
- B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. **FUNDING PROPOSAL:**

- A. CDBG Project Budget: \$10,000
- B. Projected Completion Date: June 2025

VI. **OUTCOME MEASUREMENTS:**

Total number of persons that will receive a unduplicated service or benefit is: 500

VII. **PROJECT QUARTERLY MILESTONES**

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	July- Free Summer Track Clinic for grades K-12 (Funds from Block grant will NOT be used for this). This event is open to all youths in Madera and surrounding areas. We bring in Professional Track athletes, College Alumni and Prestigious coaches from all over to coach and teach the youth the fundamentals and proper techniques of track and field.

Quarter 2 October - December	Fundraising & Planning for Gala: funds raised from the event are used for purchasing shoes and running apparel for the youth. We invite local businesses to support as donors through table purchases at this event.
Quarter 3 January- March	2025 Gear Giveaway: All Madera's Title 1 Middle and High School track teams will receive Running Shoes, Shorts, Shirts and Sports bras for their athletes, respectively. Running shoes are our number one priority for our athletes. In order to avoid injury runners, especially distance runners, should change out their shoes for a new pair every three months-- This is standard for college and professional track athletes. Additionally, Most track runners train year-around, meaning they will need new shoes routinely. Unfortunately, most of our Madera athletes are only able to get new shoes 1-2 times a year. With running shoes costing anywhere between \$80-150 per pair, and racing shoes costing \$100-\$165 per pair, Project Run Madera aims to alleviate the financial burden of the sport by providing each track athlete with a free pair of running shoes, allowing student athletes the accessibility within the sport that many of their counterparts may already have. We presume to serve a minimum of 500 track athletes in Madera in 2025.
Quarter 4 April - June	No milestones; however, during this time we brainstorm more ideas for fundraising, community outreach, and planning for summer track clinic.

Exhibit B**FY 2024-2025 Budget
PROJECT RUN MADERA****Project Run Madera**

Budget Line Item	Program Total
Benefits	\$0.00
Taxes	\$0.00
Subtotal Personnel	\$0.00
Move-In Assistance	\$0.00
Supplies & Materials	\$10,000.00
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
Subtotal Non-Personnel	\$10,000.00
Total Personnel & Non-Personnel	\$10,000.00
Indirect Costs	\$0.00
TOTAL	\$10,000.00

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.
- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).

- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200G) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT
BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES
(\$10,000) WITH PEQUEÑOS EMPRESARIOS**

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with Pequeños 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:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and Pequeños Empresarios
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND PEQUEÑOS EMPRESARIOS**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and Pequeños 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. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (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 "B"**.

The total obligation of the City under this Agreement shall not exceed \$10,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include 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. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

<u>TERM</u>	<u>PERIOD DURATION</u>	<u>DUE DATES</u>
1 st Period	July 1 - September 30	October 15
2 nd Period	October 1 - December 31	January 15
3 rd Period	January 1 - March 31	April 15
4 th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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 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 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.

11. Assignment

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

12. Subcontracts

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

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

an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

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

13. Conflict of Interest

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

14. Discrimination

a. Eligibility for Services

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

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the 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

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the

right to monitor and audit all work performed under this Agreement.

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$500,000 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.
- **Worker's Compensation** as required by the State of California.

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)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Pequeños Empresarios
414 Elm St
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

Pequeños Empresarios:

By: _____
Santos Garcia, Mayor

By: _____
Leonor Hipolito, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Shannon Chaffin, City Attorney

Date: _____

Date: _____

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. **PROJECT NAME:** Pequeños Empresarios

II. **APPLICANT:** Child Entrepreneurship Education

III. **PROJECT DESCRIPTION:**

Pequeños Empresarios is a program that 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.

IV. **CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:**

A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).

B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. **FUNDING PROPOSAL:**

A. CDBG Project Budget: \$10,000
B. Projected Completion Date: June 2025

VI. **OUTCOME MEASUREMENTS:**

Total number of persons that will receive a unduplicated service or benefit is: 340

VII. **PROJECT QUARTERLY MILESTONES**

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Empowering workshops and seminars tailored for youth aged 12 to 17. Uncover hidden potentials, break free from doubts, and design a future you're excited about. Engaging activities and a supportive community will help you create a positive impact on their life and those around them. (Kids will discover how to deal with anxiety, depression and how to speak to their parents when something is bothering them)
Quarter 2 October - December	Experience the magic of our finance class, where learning becomes an adventure! Through engaging games and activities, we empower children with crucial financial skills. From mastering money management to becoming savvy budgeters, our classes

	<p>cover it all. Prepare your child for a prosperous future as they explore the fascinating world of financial literacy with us</p> <p>We will teach kids how to take care of their credit, open a bank account and secure their future college/career.</p>
<p>Quarter 3 January- March</p>	<p>Our organization employs interactive games to educate children on environmental care and foster a heightened sense of awareness. We focus on imparting crucial principles related to environmental consciousness, particularly in the areas of recycling and resource conservation. By equipping children with these knowledge and skills, we strive to empower them to play an active role in transforming and improving the state of our planet.</p> <p>We help kids take care of our earth and gain knowledge of recycling to make a profit out of it and at the same time protect our planet.</p>
<p>Quarter 4 April- June</p>	<p>Through engaging activities, we help children learn respect, responsibility, selflessness, and commitment. They explore their role in their family and discover the value of friendship in a peaceful environment. We develop their leadership skills, foster a positive mindset, and cultivate teamwork habits. Additionally, we empower them with public speaking abilities to become confident communicators.</p> <p>Our Children's Etiquette and Manners Class teaches essential social skills, including greetings, table etiquette, and personal hygiene. Through interactive activities, children cultivate respect, kindness, and confidence. Join us to guide your child on a journey of etiquette and lifelong social competence</p>

Exhibit B

**FY 2024-2025 Budget
Pequeños Empresarios**

Budget Line Item	Program Total
SALARIES	\$2,000.00
Benefits	\$0.00
Taxes	\$0.00
Subtotal Personnel	\$2,000.00
Move-In Assistance	\$0.00
Supplies & Materials	\$6,000.00
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
INSURANCE	\$2,000.00
Subtotal Non-Personnel	\$8,000.00
Total Personnel & Non-Personnel	\$10,000.00
Indirect Costs	\$0.00
TOTAL	\$10,000.00

*COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATIONS*

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

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200G) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA,
APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FOR SERVICES (\$11,165) WITH O.L.I.V.E.
CHARITABLE ORGANIZATION**

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the O.L.I.V.E. Charitable Organization in the amount of \$11,165 ("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:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the O.L.I.V.E. Charitable Organization.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. 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, 2024, 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. otherwise, to engage the services of Subrecipient, and Subrecipient agrees to perform the services for City hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (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 "B"**.

The total obligation of the City under this Agreement shall not exceed \$11,165 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include 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. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

<u>TERM</u>	<u>PERIOD DURATION</u>	<u>DUE DATES</u>
1 st Period	July 1 - September 30	October 15
2 nd Period	October 1 - December 31	January 15
3 rd Period	January 1 - March 31	April 15
4 th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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 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 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.

11. Assignment

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

12. Subcontracts

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

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

an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

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

13. Conflict of Interest

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

14. Discrimination

a. Eligibility for Services

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

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the 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

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

Subrecipient shall cooperate fully with City, State and Federal agencies, which shall have the

right to monitor and audit all work performed under this Agreement.

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

proceeding arising from Subrecipient's performance of this agreement, the Subrecipient shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$500,000 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.
- **Worker's Compensation** as required by the State of California.

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, along with a waiver of subrogation endorsement for workers' compensation. 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)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 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.

///

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: _____
April Molina, Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Shannon Chaffin, City Attorney

Date: _____

Date: _____

Exhibit A

2024/2025

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK****I. PROJECT NAME:** The Bennett House**II. APPLICANT:** O.L.I.V.E Charitable Organization**III. PROJECT DESCRIPTION:**

The project provides a safe house for victims of human sex trafficking in the City of Madera.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

- A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).
- B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

- A. CDBG Project Budget: \$11,165
- B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 25

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	<p>Our first quarter milestone is to maintain the safe housing, case management and victim advocacy while each person works on their own personal recovery. We measure success on a daily basis through relationships with our clients. As they struggle to overcome the trauma they've endured, we help them maintain their personal goals they've set for themselves.</p> <p>As more victims of sex trafficking are identified through law enforcement or agencies like ours, we anticipate a higher volume of individuals who will need our assistance each year. We anticipate a number of at least 6 unduplicated clients served in this quarter.</p>

Quarter 2 October - December	<p>Our second quarter milestone will be similar to the first with some differences.</p> <p>Safe housing, case management and victim advocacy are always our priority for victims of human sex trafficking. This quarter will show us a better idea of what the next year will bring as far as the number of survivors that we can serve. We anticipate a higher volume of clients that require assistance as more and more victims of human sex trafficking are identified. We anticipate a number of approximately 6 unduplicated clients served in this quarter.</p>
Quarter 3 January - March	<p>With January being National Human Trafficking Prevention and Awareness Month, our focus will be on community outreach and awareness campaigns. Olive will be hosting multiple events such as 'Pledge 2 Stop Trafficking Day,' 'Technology, Teens & Trafficking Training,' and 'The Red Sand Project' locally. These three events will take place at different times and days throughout the month of January. These outreach opportunities will enhance education to community members and will potentially bring awareness and identification of new victims in our area.</p>
Quarter 4 April – June	<p>With more agencies being available statewide, we anticipate a higher volume of victims that will be identified. Each year, more and more victims are being identified through law enforcement, government agencies as well as non-government agencies.</p> <p>Safe housing, case management and victim advocacy are always our top priority for victims of human sex trafficking. Our supportive services will continue in this quarter along with our spring fundraiser. We anticipate a number of 6 unduplicated clients served in this quarter.</p>

Exhibit B

FY 2024-2025 Budget
O.L.I.V.E. CHARITABLE ORGANIZATION
The Bennett House

Budget Line Item	Program Total
Benefits	\$0.00
Taxes	\$0.00
Subtotal Personnel	\$0.00
Move-In Assistance	\$0.00
Supplies & Materials	\$0.00
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
Rent for Safe House in Madera	\$0.00
Consulting	\$0.00
Transportation	\$5,000.00
EPIK Project	\$1,165.00
Utilities for Safe House in Madera	\$5,000.00
Direct Survivor Services	\$0.00
Maintenance/Repairs for Safe House in Madera	\$0.00
Subtotal Non-Personnel	\$11,165.00
Total Personnel & Non-Personnel	\$11,165.00
Indirect Costs	\$0.00
TOTAL	\$11,165.00

*COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATIONS*

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

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT
BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$47,259)
WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY**

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the Community Action Partnership of Madera County in the amount of \$47,259 ("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:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the Community Action Partnership of Madera County.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and Community Action Partnership of Madera County, hereafter referred to as "Subrecipient."

RECITALS

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

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (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 "B"**.

The total obligation of the City under this Agreement shall not exceed \$47,259 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the Subrecipient receives CDBG funding under this Agreement, Subrecipient shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

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

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include 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. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

<u>TERM</u>	<u>PERIOD DURATION</u>	<u>DUE DATES</u>
1 st Period	July 1 - September 30	October 15
2 nd Period	October 1 - December 31	January 15
3 rd Period	January 1 - March 31	April 15
4 th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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 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 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.

11. Assignment

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

12. Subcontracts

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

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

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

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 manner or degree with the performance of this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Subrecipient.

14. Discrimination

a. Eligibility for Services

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

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the 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

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

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

The Subrecipient shall participate in evaluation of the program.

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$500,000 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.
- **Worker's Compensation** as required by the State of California.

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)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Community Action Partnership of Madera County
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.

///

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
Madera County:

By: _____
Santos Garcia, Mayor

By: _____
Mattie Mendez, Executive Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Shannon Chaffin, City Attorney

Date: _____

Date: _____

Exhibit A

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. **PROJECT NAME:** CDBG Housing Stabilization Program

II. **APPLICANT:** Community Action Partnership Madera County

III. **PROJECT DESCRIPTION:**

The project provides emergency housing to those individuals/households that have exhausted all other means to obtain housing. This program will also assist those that are hard to place due to a variety of circumstances such as domestic violence cases.

IV. **CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:**

fi 0 The proposed project is eligible for CDBG funding as a Public Service!project as defined by CFR Section 570.201(e).

fi 0 This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2)! because the program will serve the homeless / at risk community.

V. **FUNDING PROPOSAL:**

A. CDBG Project Budget: \$47,259
B. Projected Completion Date: June 2025

VI. **OUTCOME MEASUREMENTS:**

Total number of persons that will receive a unduplicated service or benefit is: 10

VII. **PROJECT QUARTERLY MILESTONES**

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Staff will conduct outreach efforts to identify those individuals and families in need of emergency housing and/or prevention and diversion services such as deposit and/or

	rental assistance.
Quarter 2 October - December	Outreach efforts will continue and those identified and qualified to receive the emergency housing services will be placed in a hotel temporarily providing the case worker time to assist in finding housing for the identified individual or family. For those identified needing deposit and rent will be assisted with a check sent out to the landlord.
Quarter 3 January - March	Outreach efforts will continue and those identified and qualified to receive the emergency housing services will be placed in a hotel temporarily providing the case worker time to assist in finding housing for the identified individual or family. for those identified needing deposit and rent will be assisted with a check sent out to the landlord.
Quarter 4 April – June	CAPMC expects to have spent all funding by this quarter and submit any reports necessary in order to close-out the contract with the City of Madera.

Exhibit B

**FY 2024-2025 Budget
Community Action Partnership of Madera County Inc.
Housing Stabilization**

Budget Line Item	Program Total
Salaries & Wages	\$1,478.00
Benefits	\$331.00
Taxes	\$124.00
Subtotal Personnel	\$1,933.00
Move-In Assistance	\$0.00
Supplies & Materials	\$0.00
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
Direct Benefits - Homeless Prevention	\$22,796.00
Direct Benefits - Emergency Housing	\$18,312.00
Operating Expenses	\$276.00
Subtotal Non-Personnel	\$41,384.00
Total Personnel & Non-Personnel	\$43,317.00
Indirect Costs	\$3,942.00
TOTAL	\$47,259.00

*COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATIONS*

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.
- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and

implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200G) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$65,000) WITH CITY OF
MADERA PARKS DEPARTMENT**

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the City of Madera, Parks Department in the amount of \$65,000 ("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:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the City of Madera Parks Department.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND CITY OF MADERA PARKS DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and City Of Madera, Parks Department, hereafter referred to as "Subrecipient."

RECITALS

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

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (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 "B"**.

The total obligation of the City under this Agreement shall not exceed \$65,000 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the City.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

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

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

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include 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. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

<u>TERM</u>	<u>PERIOD DURATION</u>	<u>DUE DATES</u>
1 st Period	July 1 - September 30	October 15
2 nd Period	October 1 - December 31	January 15
3 rd Period	January 1 - March 31	April 15
4 th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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 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 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.

11. Assignment

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

12. Subcontracts

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

The Subrecipient shall be responsible to the City for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the

Subrecipient is subject to under this Agreement. No officer or director of the Subrecipient shall have any direct monetary interest in any subcontract made by the Subrecipient. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the Subrecipient is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the Subrecipient.

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

13. Conflict of Interest

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

14. Discrimination

a. Eligibility for Services

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

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the 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

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services provided

under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

Subrecipient shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

- **\$500,000 General Liability** (including operations, products and completed operations) per occurrence, \$500,000 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.
- **Worker's Compensation** as required by the State of California.

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. 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)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
Madera Parks & Community Services
701 E 5th St
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless

the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

e. Execution in Counterparts.

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

///

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized as set forth below.

CITY OF MADERA:

City of Madera, Parks Department:

By: _____
Santos Garcia, Mayor

By: _____
Joseph Hebert, Director

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Shannon Chaffin, City Attorney

Date: _____

Date: _____

2024/2025

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK

I. **PROJECT NAME:** Madera Seniors Nutrition & Recreation Programs

II. **APPLICANT:** Madera Parks & Community Services Department

III. **PROJECT DESCRIPTION:**

The project provides 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 as well as recreation programs.

IV. **CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:**

- A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).
- B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. **FUNDING PROPOSAL:**

- A. CDBG Project Budget: \$65,000
- B. Projected Completion Date: June 2025

VI. **OUTCOME MEASUREMENTS:**

Total number of persons that will receive a unduplicated service or benefit is: 500

VII. **PROJECT QUARTERLY MILESTONES**

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	<ol style="list-style-type: none"> 1. Senior Meal Program: Implantation of a meal program at Frank Bergon Senior Center and the Pan-Am Community Center. to provide nutritious and balanced meals. 2. Exercise/Wellness Classes will provide opportunities to enhance good health benefits in a safe and fun environment. 3. Leisure/Educational Day Trip: The excursions will provide the participant with the opportunity to socialize, exercise through walking, education of new location/city, shop and enjoyment to promote a better quality of life

<p>Quarter 2</p> <p>October - December</p>	<p>1. Technology Classes: Provide IT classes for participants on surfing the World Wide Web, social media and basic computer skills. This opportunity will help participants in the winter month to stay connected to outside sources, friends and family.</p> <p>2. Partner with the Madera Food Bank and other food distribution agencies to conduct monthly food distribution at each senior center, as well as home brown bags for those seniors homebound during the winter months.</p> <p>3. Leisure/Educational Day Trip (see description QT1)</p>
<p>Quarter 3</p> <p>January - March</p>	<p>1. Create Lifelong Educational Classes (English Second language, Job Fair, Financial management, Fine Art, Fitness/Wellness evaluations, exercise and weight management (TOPS & WW) to support the benefits of lifelong learning and socialization.</p> <p>2. Leisure/Educational Day Trip (see description QT1)</p>
<p>Quarter 4</p> <p>April – June</p>	<p>1. Senior Health & Wellness Fair (40+ vendors, agencies, presentations, etc.) This event will cover all area of aging in one location.</p> <p>2. Leisure/Educational Trip (see description QT1)</p>

Exhibit B

FY 2024-2025 Budget
MADERA PARKS & COMMUNITY SERVICES DEPT.
Senior Services Project

Budget Line Item	Program Total
Benefits	\$0.00
Taxes	\$0.00
Subtotal Personnel	\$0.00
Move-In Assistance	\$0.00
Supplies & Materials	\$0.00
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
Senior Nutrition/Meals	\$57,000.00
Program Supplies	\$6,500.00
Transportation/Travel	\$1,000.00
Training/Inservice	\$500.00
Subtotal Non-Personnel	\$65,000.00
Total Personnel & Non-Personnel	\$65,000.00
Indirect Costs	\$0.00
TOTAL	\$65,000.00

*COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATIONS*

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

- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.
- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200G) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2024/25 COMMUNITY DEVELOPMENT
BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$642,172)
WITH CITY OF MADERA ENGINEERING DEPARTMENT**

WHEREAS, the City Council has considered approval of the 2024/25 Community Development Block Grant Subrecipient Agreement with the City of Madera, Engineering Department in the amount of \$642,172 ("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:

0. The recitals listed above are true and correct.
1. The Council approves the Agreement between the City and the City of Madera Engineering Department.
2. This resolution is effective upon receipt of written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2024/25 Action Plan approval.
3. The Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.
4. The City Clerk with concurrence from the City Attorney is authorized to make clerical and non-material corrections to this resolution and the Agreement.
5. This resolution is effective immediately upon adoption.

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF MADERA AND MADERA ENGINEERING DEPARTMENT**

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of July 1, 2024, by and between the City of Madera ("City") and City of Madera, Engineering Department hereafter referred to as "Subrecipient."

RECITALS

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

AGREEMENT

1. Services

The Subrecipient shall provide all services and responsibilities as set forth in Scope of Work, which is attached to this Agreement, marked as **EXHIBIT "A"**, and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the tenth (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 "B"**.

The total obligation of the City under this Agreement shall not exceed \$642,172 in fiscal year 2024-2025. Any compensation not consumed by expenditures of the Subrecipient by the expiration of this Agreement shall automatically revert to the City.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

If the Subrecipient receives CDBG funding under this Agreement, Subrecipient shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The Subrecipient and any subcontractors shall comply with all applicable

local, State and Federal regulations, including but not limited to those requirements listed in Community Development Block Grant certifications attached hereto and incorporated herein by reference as **EXHIBIT "C"**.

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance (Term of Agreement)

The Subrecipient shall commence performance under this Agreement on July 1, 2024, and shall end its performance June 30, 2025, unless terminated sooner as provided for elsewhere in this Agreement. The Agreement may be extended by written modification of the parties.

10. Records

a. Record Establishment and Maintenance

Subrecipient shall establish and maintain records in accordance with those requirements prescribed by City, with respect to all matters covered by this Agreement. Subrecipient shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the Subrecipient shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the Subrecipient on account of such performance.

Subrecipient shall maintain all records required by the Federal regulations specified in 24

CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

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

b. CDBG Reporting Requirements

Subrecipient shall submit reports to the City at minimum on a quarterly basis. The Subrecipient shall submit reimbursement requests with substantiating evidence justifying such request. Documentation may include 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. Timecards must be signed by both the employee and the designated Subrecipient Authorizing Official. Subrecipient shall submit quarterly reports via the City Data System.

<u>TERM</u>	<u>PERIOD DURATION</u>	<u>DUE DATES</u>
1 st Period	July 1 - September 30	October 15
2 nd Period	October 1 - December 31	January 15
3 rd Period	January 1 - March 31	April 15
4 th Period	April 1 - June 30	July 15

Subrecipient shall submit quarterly progress reports on the dates listed above. If a due date falls on a weekend or holiday, Subrecipient shall submit invoices and progress reports no later than the next business day.

c. Required Notifications

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 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 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.

11. Assignment

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

12. Subcontracts

If the Subrecipient should propose to subcontract with one or more third parties to carry out a portion of those services described in **EXHIBIT "A"** insofar as it deems proper or efficient, any such subcontract shall be in writing and approved by the City prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the Subrecipient, shall not allow compensation greater than the total project budget contained in **EXHIBIT "B."** However, additional work completed by a subcontractor paid for by funds other than CDBG is not precluded. 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 "C"**.

13. Conflict of Interest

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

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

14. Discrimination

a. Eligibility for Services

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

The Subrecipient's services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. Subrecipient, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. Subrecipient shall comply with requirements set forth in the 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

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

17. Administration

The City of Madera Grants Department shall administer this Agreement.

18. Evaluation

The City shall monitor and evaluate the performance of the Subrecipient under this Agreement to determine to the best possible degree the success or failure of the services

provided under this Agreement and the adequacy of the program plan contained in **EXHIBIT "A."** The Subrecipient shall participate in evaluation of the program.

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. 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.

24. General Provisions

a. Entire Agreement

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

b. Notice.

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

To the City:
City of Madera – Grants Department
205 W. 4th St.
Madera, CA 93637

To the Subrecipient:
City of Madera Engineering Department
428 E Yosemite Ave
Madera, CA 93638

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

///

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: _____
Keith Helmuth, City Engineer

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Shannon Chaffin, City Attorney

Date: _____

Date: _____

Exhibit A

2024/2025

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT SCOPE OF WORK**

I. PROJECT NAME: Community and Park Facilities Parking Lot Surface Rehabilitation Project: Pan-American Community Center, Gateway Rotary, Sunrise Rotary, John W. Wells Youth Center, and Frank Bergon Senior Center

II. APPLICANT: Madera Engineering Department

III. PROJECT DESCRIPTION:

Parking Lot rehabilitation at various community center and park facilities, which will involve repairing and improving the existing parking lot surfaces. It will also include filling potholes, crack filling, and applying a new layer of sealant. The goal of this project is to restore functionality and appearance.

IV. CONFORMANCE WITH FEDERAL FUNDING REQUIREMENTS:

- A. The proposed project is eligible for CDBG funding as a Public Service project as defined by CFR Section 570.201(e).
- B. This activity meets the Federal objective of benefiting low- and moderate-income persons as limited clientele activity under Section 570.208(a)(2) because the program will serve the homeless / at risk community.

V. FUNDING PROPOSAL:

- A. CDBG Project Budget: \$642,172
- B. Projected Completion Date: June 2025

VI. OUTCOME MEASUREMENTS:

Total number of persons that will receive a unduplicated service or benefit is: 66,000

VII. PROJECT QUARTERLY MILESTONES

Quarter	Description of Anticipated Milestones
Quarter 1 July - September	Design Engineering and preparation of Plans, Specifications and Estimates for Bidding.

Quarter 2 October - December	Completion of Design Engineering and preparation of Plans, Specifications and Estimates for Bidding.
Quarter 3 January - March	Start the rehabilitation process.
Quarter 4 April – June	Continue and finish the rehabilitation process.

Exhibit B

FY 2024-2025 Budget
CITY OF MADERA ENGINEERING DEPARTMENT
City of Madera Engineering Department

Budget Line Item	Program Total
DESIGN	\$40,000.00
Benefits	\$0.00
Taxes	\$0.00
Subtotal Personnel	\$40,000.00
Move-In Assistance	\$0.00
Supplies & Materials	\$0.00
Equipment	\$0.00
Communications	\$0.00
Meetings & Convenings	\$0.00
Travel & Transportation	\$0.00
Training	\$0.00
Consulting	\$0.00
Evaluation	\$0.00
CONSTRUCTION CONTRACT	\$602,172.00
Subtotal Non-Personnel	\$602,172.00
Total Personnel & Non-Personnel	\$642,172.00
Indirect Costs	\$0.00
TOTAL	\$642,172.00

*COMMUNITY DEVELOPMENT BLOCK GRANT
CERTIFICATIONS*

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.
- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination

against the handicapped.

- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFR 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and

implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religious organizations in accordance with Section 570.200G) of the Federal CDBG regulations.
- Y. All contracts shall include a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" as required by 29 CFR Part 98.

From: [Zelda Leon](#)
To: [Marcela Zuniga](#)
Cc: [Liliana Camacho](#)
Subject: Retrieved Text from Hernan Guadarrama
Date: Friday, May 24, 2024 8:27:45 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Yo Hernan Guadarrama tome la clase y me gusto mucho ayuda mucho es muy productivo estuve aportando con tiempo en el taller de los jóvenes y mire el cambio en los niños es muy bueno



Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Zelda Leon
Sent: Thursday, May 23, 2024 9:14 AM
To: Marcela Zuniga <mzuniga@madera.gov>
Cc: Liliana Camacho <lcamacho@madera.gov>
Subject: RE:

Hi, I am not sure what happened.

I don't have that email any more.

Did Lily get it?



Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Marcela Zuniga <mzuniga@madera.gov>
Sent: Thursday, May 23, 2024 9:10 AM
To: Zelda Leon <zleon@madera.gov>; Liliana Camacho <lcamacho@madera.gov>
Subject: RE:

Hi Zelda,

I do not see a message in the email or attached.

mz



Marcela Zuniga, MSOL | City Grants Administrator
City of Madera | Administration
205 West 4th Street, Madera, CA 93637
p. (559) 661.3692 | c. (559) 377-2312
mzuniga@madera.gov



From: Zelda Leon <zleon@madera.gov>

Sent: Friday, May 17, 2024 3:09 PM

To: Marcela Zuniga <mzuniga@madera.gov>; Liliana Camacho <lcamacho@madera.gov>

Subject: FW:

Hi, please see message below.

Thank you.



Zelda Leon | Deputy City Clerk
City of Madera | City Clerk
205 W. 4th Street, Madera, CA 93637
p. (559) 661.5405
zleon@madera.gov

From: Hernan Guadarrama <guadarramahernan23@gmail.com>

Sent: Friday, May 3, 2024 4:51 PM

To: >CityClerkInfo <cityclerkinfo@madera.gov>

Subject:

You don't often get email from guadarramahernan23@gmail.com. [Learn why this is important](#)

Grantee SF-424's and Certification(s)

OMB Number: 4010-0004
Expiration Date: 11/03/2025

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Prescription only <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Renewal	
		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
* 3. Date Received: 06/29/2024		4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: CA62156-Madera		5b. Federal Award Identifier: B-34-WF-05-0057	
State Use Only:			
6. Data Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>	
b. APPLICANT INFORMATION:			
* a. Legal Name: City Of Madera			
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000365		* c. UIC: GNL42EJ:128	
d. Address:			
* Street: 200 E. Broadway Street			
State: <input type="text"/>			
City: Madera			
County/Parish: <input type="text"/>			
State: CA; California			
Zip/Zip4: <input type="text"/>			
Country: USA; UNITED STATES			
Zip / Postal Code: 91637 3527			
c. Organizational Unit:			
Department Name: Finance Department		Division Name: Grants	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix: Mrs.		* First Name: Marcela	
Middle Name: <input type="text"/>		<input type="text"/>	
* Last Name: Saez		<input type="text"/>	
Suffix: <input type="text"/>		<input type="text"/>	
Title: Grants Administrator			
Organization Address: <input type="text"/>			
* Telephone Number: (559) 661-2697		Fax Number: <input type="text"/>	
* Email: msuniga@madera.gov			

Application for Federal Assistance SF-424	
* 9. Type of Applicant 1: Select Applicant Type: <input type="text" value="City or Township Government"/> Type of Applicant 2: Select Applicant Type: <input type="text"/> Type of Applicant 3: Select Applicant Type: <input type="text"/> * Other (specify): <input type="text"/>	
* 10. Name of Federal Agency: <input type="text" value="U.S. Department of Housing and Urban Development"/>	
* 11. Catalog of Federal Domestic Assistance Number: <input type="text" value="14.213"/> CFDA Use: <input type="text" value="Community Development Block Grant"/>	
* 12. Funding Opportunity Number: <input type="text" value="B-24-202-06 0001"/> * Title: <input type="text" value="CDMS Entitlement"/>	
13. Competition Identification Number: <input type="text"/> Title: <input type="text"/>	
14. Areas Affected by Project (Cities, Counties, States, etc.): <input type="text"/> <div> <input type="button" value="Add Attachment"/> <input type="button" value="Cancel Attachment"/> <input type="button" value="View Attachment"/> </div>	
* 15. Descriptive Title of Applicant's Project: <input type="text" value="City of Mexico 2023/24 Local Annual Action Plan"/>	
Attach supporting documents as specified in agency instructions <div> <input type="button" value="Add Attachments"/> <input type="button" value="Cancel Attachments"/> <input type="button" value="View Attachments"/> </div>	

Application for Federal Assistance SF-424															
16. Congressional Districts: <div style="display: flex; justify-content: space-between;"> <div> * a. Applicant: DC-C16 </div> <div> * b. Program/Project: 15 </div> </div>															
Attach an additional list of Program/Project Congressional Districts if needed. <div style="display: flex; justify-content: space-between; align-items: center;"> <input style="width: 300px;" type="text"/> <div> Add Attachment Delete Attachment View Attachments </div> </div>															
17. Proposed Project: <div style="display: flex; justify-content: space-between;"> <div> * a. Start Date: 07/01/2023 </div> <div> * b. End Date: 06/30/2024 </div> </div>															
18. Estimated Funding (\$): <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">* a. Federal</td> <td style="width: 85%; border: 1px solid black; text-align: right;">\$59,155,000</td> </tr> <tr> <td>* b. Applicant</td> <td style="background-color: yellow; border: 1px solid black;"></td> </tr> <tr> <td>* c. State</td> <td style="background-color: yellow; border: 1px solid black;"></td> </tr> <tr> <td>* d. Local</td> <td style="background-color: yellow; border: 1px solid black;"></td> </tr> <tr> <td>* e. Other</td> <td style="background-color: yellow; border: 1px solid black;"></td> </tr> <tr> <td>* f. Program Income</td> <td style="background-color: yellow; border: 1px solid black;"></td> </tr> <tr> <td>* g. TOTAL</td> <td style="border: 1px solid black; text-align: right;">\$63,435,000</td> </tr> </table>		* a. Federal	\$59,155,000	* b. Applicant		* c. State		* d. Local		* e. Other		* f. Program Income		* g. TOTAL	\$63,435,000
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* f. Program Income															
* g. TOTAL	\$63,435,000														
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process? <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review or. </div> <div> <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. </div> <div> <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372 </div> </div>															
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yes </div> <div> <input checked="" type="checkbox"/> No </div> </div> <div style="margin-top: 5px;"> If "Yes," provide explanation and attach Add Attachment Delete Attachment View Attachments </div>															
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001) <input checked="" type="checkbox"/> ** I AGREE <small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement of agency solicitation/offer.</small>															
Authorized Representative: <div style="display: flex; justify-content: space-between;"> <div> Prefix: Mr. </div> <div> * First Name: Arnaldo </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> Middle Name: </div> <div> * Last Name: Rodriguez </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> Suffix: </div> <div> * Title: City Manager </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> * Telephone Number: 562 651-5400 </div> <div> Fax Number: </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> * Email: arnaldo@arandora.gov </div> <div> * Signature of Authorized Representative: </div> <div> * Date Signed: 10/20/24 </div> </div>															

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4840-0035
Expiration Date: 02/28/2025

The public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:


1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will submit progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Inter-governmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 300, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4901 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-362) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§5101-5107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1972 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290d-3 and 290d-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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Prescribed by OMB Circular A-112

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-339) regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11890; (d) evaluation of flood hazards in floodplains in accordance with EO 11908; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-321) and; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-215).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1960, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§1601 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, 'Audits of States, Local Governments, and Non-Profit Organizations.'
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 105(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Madera	6/20/24

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CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.


Signature of Authorized Official


Date

City Manager
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2023, 2024, 2025 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.


Signature of Authorized Official

10/20/24
Date

City Manager

Title

