



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: June 16, 2021

Lucette Sanchez

Agenda Number: C-1

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Public hearing to approve the Community Development Block Grant (CDBG) COVID-19 Round 3 funding allocation and approve subrecipient Agreements

RECOMMENDATION:

Conduct a public hearing to receive final public input and:

1. Adopt a Resolution Approving a 2020/21 CDBG Subrecipient Agreement for Services (\$122,322) with Community Action Partnership of Madera County, Inc.; and
2. Adopt a Resolution Approving a 2020/21 CDBG Subrecipient Agreement for Services (\$280,321) with Madera Coalition for Community Justice.

SUMMARY:

The City of Madera (City) received notification from the U.S. Department of Housing and Urban Development (HUD) on September 11, 2020, that it was eligible to receive an allocation for the CDBG COVID-19 Round 3 funds, in the amount of \$402,643. The public hearing is for City Council (Council) to approve final funding allocations and then, to enter into agreements with grant subrecipients to serve the residents of the City with their COVID-19 related impacts.

DISCUSSION:

The following is a summary of the CDBG-CV (COVID-19) eligible activities provided by HUD that may be funded to address the coronavirus effects in the community:

- Buildings and Improvements, Including Public Facilities
- Assistance to Businesses, Including Special Economic Development Assistance
- Provision of New or Quantifiably Increased Public Services
- Planning, Capacity Building, and Technical Assistance

During the Council meeting of May 6, 2020, priorities were identified by Council to distribute CDBG COVID-19 Round 1 funds. Those priorities are listed below and are being adhered to for this Covid-19 Round 3 funding distribution cycle.

- Rent/Mortgage Assistance
- Food Assistance
- Utility Billing Assistance
- Small Business Assistance

Council Tentative Allocations

During the Council meeting of May 19, 2021, Council voted unanimously to approve the tentative allocations as presented by the BGC. Table 1 represents the approved tentative allocations.

Table 1: City Council Tentative Allocations		
<i>Applicant</i>	<i>BGC Recommended Allocations</i>	<i>City Council Tentative Allocations</i>
Madera Coalition for Community Justice - Madera Eviction and Utility Shutoff Prevention and Rental Assistance and Utility Shutoff Prevention	\$280,321	\$280,321
CAPMC – Housing Stabilization Program Rental Assistance and Utility Shutoff Prevention	\$122,322	\$122,322
Total	\$402,643	\$402,643

A five-day public review and comment period is required following the approval of the tentative allocations. There were no written public comments during the five-day public review and comment period which ended on May 24, 2021 at 5 pm.

FINANCIAL IMPACT:

This allocation will not have an impact on the General Fund. The City will be administering the grant with current CDBG administration funds available.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

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

ALTERNATIVES:

As an alternative, Council may:

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

ATTACHMENTS:

1. Resolution

Exhibit 1- CAPMC Agreement

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

2. Resolution

Exhibit 1- MCCJ Agreement

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

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT
BLOCK GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$122,322)
WITH COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.**

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

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

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

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

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

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

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

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

WHEREAS, on September 11, 2020, the City was notified that it was eligible to receive \$402,643; and

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

WHEREAS, on May 19, 2021, the City Council conducted a public hearing to receive input from the public and BGC on how to allocate the \$402,643 in COVID-19 funding and make tentative determinations for allocations; and

WHEREAS, on June 16, 2021, the City Council conducted a public hearing to consider approval of the COVID-19 final funding allocations and amended 2019/20 Action Plan; and

WHEREAS, after considering the reports and public comments, the City Council wishes to approve the 2020/21 Community Development Block Grant subrecipient agreement with the Community Action Partnership of Madera County, Inc. in the amount of \$122,322; and

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 2020/21 Community Development Block Grant Subrecipient Agreement between the City and Community Action Partnership of Madera County, Inc. in the amount of \$122,322. A Copy of the agreement is attached as Exhibit 1 and incorporated reference.
3. This resolution is effective immediately upon adoption by City; however it shall not be effective for implementation until City receives written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/20 amended Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action necessary to implement the terms of this Resolution.

Exhibit 1

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MADERA AND COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC.

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of June 17, 2021, by and between the City of Madera ("City") and Community Action Partnership of Madera County, Inc., hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the

fifteenth (15th) day of the month at a minimum of following the end of each month, and no longer than 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 \$122,322.19 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

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

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

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

b. Reports/Required Notifications

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

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

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

days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

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

11. Assignment

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

12. Subcontracts

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

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

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

13. Conflict of Interest

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

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

If an allegation of discrimination occurs, the City shall withhold all further funds until the

Subrecipient can show by clear and convincing evidence to the satisfaction of the City that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

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

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

In the event the SUBRECIPIENT fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the SUBRECIPIENT's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved

of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the SUBRECIPIENT, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an

assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

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

To the Subrecipient:
Community Action Partnership of Madera County, Inc.
1225 Gill Ave
Madera, CA 93637

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

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

CITY OF MADERA:

Community Action Partnership of Madera County, Inc.:

By: _____
Santos Garcia, Mayor

By: Mattie Mendez
Mattie Mendez, Executive Director

Date: _____

Date: 6/7/2021

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit A

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) **CDBG-CV PUBLIC SERVICE APPLICATION**

The City of Madera received a supplemental allocation to our Community Development Block Grant (CDBG) funds that **must** be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this public health crisis. The CARES Act will provide **\$402,643** in Community Development Block Grant Coronavirus (**CDBG-CV**) funds to the City from the U.S. Department of Housing and Urban Development (HUD).

The City is requesting applications from nonprofits and other eligible entities for participation in the CDBG-CV program to address one of the following specific needs identified for this funding.

- Rent/Mortgage Assistance
- Food Assistance
- Utility Billing Assistance
- Small Business Assistance

HUD has provided flexibility for the use of CDBG-CV funding by eliminating the CDBG 15% cap for which the amount of grant funds can be used for public services. Eligible CDBG-CV programs must provide services to City of Madera low- to moderate- income residents.

CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits which means grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost.

Activities must meet one of the three HUD National Objectives:

1. Benefit low to moderate income persons
2. Aid in the prevention of slums and blight, or
3. Meet an urgent need

Applications for Funding

Applications for funding through the City of Madera CDBG-CV program shall adhere to CDBG funding criteria. Applicants will adhere to the following criteria.

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

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

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

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

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

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

The proposed program complements the services that are currently being offered in Madera. One example is DSS has a program that will assist eligible households with rental deposits and the last month's rent. Sometimes families need a little more assistance to help them get back on their feet. For the above example, CAPMC would be able to fund the first month's rent. If the CDBG CARES Round 2 is funded, this would allow CAPMC to continue providing rental assistance, water bill assistance and PG&E assistance after the existing contracts have been depleted.

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

Given the current moratorium on evictions, applicants that are currently applying for rental assistance often owe several months of back rent. CAPMC proposes to serve around 15 households with approximately \$4,000 per household for either rapid rehousing or homeless prevention measures. If less is needed to help bring the household current on their rent, then the benefit will be adjusted to meet the need. In addition, CAPMC proposes to serve around 100 households with approximately \$150 to help pay past due water bills to a current status. Lastly CAPMC plans to assist approximately 14 households with up to \$2,000 to help pay for past due PG&E bills.

Which National Objective does your program meet?

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

Which measurable objectives does your program meet?

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

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

CAPMC has the following contracts that assist with Homeless Prevention and Rapid Rehousing support:

Community Services Block Grant – CARES contract: Provides \$280,274 of personnel and operation cost for CAPMC’s one stop center for housing assistance. The center is called the Homeless Engagement for Living Program (HELP) Center. The funding provides for 2 Housing Case Workers and 20% of a Housing Coordinator plus a minimal amount to help cover office rent and other operational cost through May 2022.

Community Development Block Grant – CARES contract: Provides \$90,000 of rental assistance or rapid rehousing for households that that have been impacted by COVID19 and are residing in the approved census tracks within the City of Madera.

Emergency Solutions Grant (ESG) – Provides \$106,000 for emergency shelter, rental assistance, street outreach, and rapid rehousing. This funding was spent by December 31, 2020. These dollars were slow to be spent because of the shortage of available housing. CAPMC anticipates receiving additional ESG dollars in 2021, but it is unknown when the contract will be awarded. The anticipated amount that CAPMC expects to receive is \$277,240.

Emergency Solutions Grant (CARES) – Provides \$110,000 for Emergency Shelter and Rapid Rehousing. CAPMC spent \$50,000 on Emergency Shelter and is currently working to spend the remaining \$60,000 by providing rental assistance through the rapid rehousing program to approximately five clients.

Homeless Outreach CCP – Assembly Bill 109 – CAPMC received \$231,000 to help cover the operational cost for the HELP Center. This fund also supports 80% of the Housing Coordinator and 100% of 2 Homeless Outreach Workers. This contract along with the CSBG CARES contract allows CAPMC to apply for contracts such as CDBG CARES that provide direct benefits to applicants while budgeting a minimal amount for personnel cost and operating cost.

Kaiser Foundation – CAPMC recently received a contract from the Kaiser for \$90,000. Included in the contract is \$60,000 to provide rapid rehousing or rental assistance. The contract period January 1, 2021 to December 31, 2021.

FEMA CARES – This funding pays up to \$1,000 for rent or mortgage assistance for Madera County Residents who have been impacted by COVID-19. This is the only contract that provides mortgage assistance. The award is for \$30,000 and needs to be spent by May 31, 2021.

In addition, CAPMC has received a 5-year contract through Madera County Behavioral Health called the Homeless Housing Assistance Program. This contract included \$33,000 for Rental Assistance and Rapid Rehousing for Youth and \$345,002 for Homeless Prevention, with \$32,862 for Outreach and Coordination with a remainder of \$148,770.

Lastly CAPMC has a contract from the Department of Community Services and Development for the Low Income Home Energy Assistance Program (LIHEAP). However, the current contract does not provide enough funding to prevent shut off services for clients. The current funding available through the 2021 contract for PG&E assistance is \$683,262 and out of this amount \$294,025 has been spent with a remaining amount of \$389,237. Some customers have very high PG&E bills and LIHEAP pays up to \$1,000 which may not be enough to cover the entire bill.

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

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

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

CAPMC's Board of Director meetings are public meetings that are posted in advance. The concept was presented at the May 2020 Board of Director's meeting for CDBG CARES Round 1 and the November 2020 Board meeting for CDBG CARES Round 2. There were no members from the community present to gather input from. In addition the revised application was discussed at the May 2021 Board Meeting.

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

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

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

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

Discuss your program's/project's successes.

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

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

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

CAPMC has been awarded CDBG grants through the City of Madera since before 2013. There is a proven track record of successfully administering the contracts that have been awarded. CAPMC was awarded \$90,000 CDBG CARES Round I. As of May 2021 \$70,350 has been spent. Staff plan on conducting more outreach in May to help ensure funds are fully spent by June 30, 2021.

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

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

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services. (Households)	15 Rent 100 Water/Trash 14 PG&E	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months). (Households)	100	
3. Has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		X
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	X	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.) N/A		X

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

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
				30	30	30	10	
GENDER	Female	65						
	Male	35						
FEMALE HEAD	35							

Ethnic Categories*	No.
Hispanic or Latino (Households) If the average household size is 4, then this can be multiplied by 4).	60
Not Hispanic or Latino (Households) If the average household size is 4, then this can be multiplied by 4).	40
Racial Categories*	
American Indian or Alaska Native	2
Asian (See note above.)	1
Black or African American (See note above.)	20
Native Hawaiian or Other Pacific Islander	
White (See note above.)	77
Other	

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

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic” or “Latino.”
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black” or “African American.”
- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White.** Peoples of Europe, the Middle East or North Africa.

INCOME SOURCE	AMOUNT	
CITY	\$122,322.19	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$122,322	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$4,914.19
BENEFITS	0150	\$ 1,135
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	\$400
DIRECT BENEFITS		\$103,000
OFFICE EXPENSE	0350	\$270
OFFICE RENTAL	0400	\$850
EQUIPMENT RENTAL	0450	\$1,400
UTILITIES	0500	\$150
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	

CONTRACTS	0650	
TRANSPORTATION	0700	
INDIRECT COST		\$10,203
TOTAL		\$122,322

DIRECT BENEFITS		
CLIENT RENT		\$60,000
WATER/TRASH		\$15,000
PG&E		\$28,000
TOTAL		\$103,000

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

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

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

In addition, CAPMC facilitates the Madera County Homeless Connections that is comprised of local community partners who come together to case manage homeless clients for the purpose of providing housing stabilization services. CPV

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

REFERENCES

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

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

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

Name	Title	Company/Agency	Phone	Email Address
Julie Morgan	Deputy Director	Madera County Behavioral Health Services	(559) 673-3598 Ext. 1279	Julie.morgan@maderacounty.com
Ryan McWherter	Director	Madera County Food Bank	(559) 975-3515	rmcwherter.maderafoodbank@gmail.com
Jody Ketcheside	Deputy Director	Turning Point of Central California	(559) 233-2663	jketcheside@tpocc.org Ext. 7310

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? Monthly

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

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

15 Minimum 15 Maximum

Please provide the following information:

Date of Incorporation: 1965

IRS Employer Number: 94-1612823

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

FINANCIAL:

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

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

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

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

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

List any outstanding obligations: None

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Community Action Partnership of Madera County, Inc. do hereby resolve that on November 12, 2020, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: November 12, 2020

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

ADDRESS: 1225 Gill Avenue Madera, CA 9367

TELEPHONE: (559) 673-9173

Email Address: mmendez@maderacap.org

By: _____
Chairman of the Board of Directors

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

By: _____
Executive Director

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

EMAIL THE APPLICATION TO: ddvbas@madera.gov

DUE DATE: November 23, 2020, 5:00 p.m.

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

CDBG-CV (COVID-19) Applicant Scoring Rubric		
Criteria	Points	Committee Member Ranking
Ability to Address COVID-19 Community Need	20	
COVID-19 Work Plan and Capacity	20	
Ability to Address a National Objective with COVID-19 Measureable Outcomes	20	
Timeline	20	
References	20	
Total		

Priority Needs for the CDBG-CV (COVID-19) Funding	
Top Need Areas	Target Areas
Rent/Mortgage Assistance	Monthly rental/mortgage assistance for housing for low-income individuals/families, seniors and people living with disabilities effected by COVID-19.
Food Assistance	Services that provide food for low-income individuals/families, seniors and people living with disabilities effected by COVID-19.
Utility Billing Assistance	Monthly utility billing assistance (water/sewer) for low-income individuals/families, seniors and people living with disabilities effected by COVID-19.
Small Business Assistance	Programs to assist small businesses to retain low-income workers effected by COVID-19.

ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02, 6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG
PROGRAMS AND PROJECTS MUST OCCUR

Attachment A

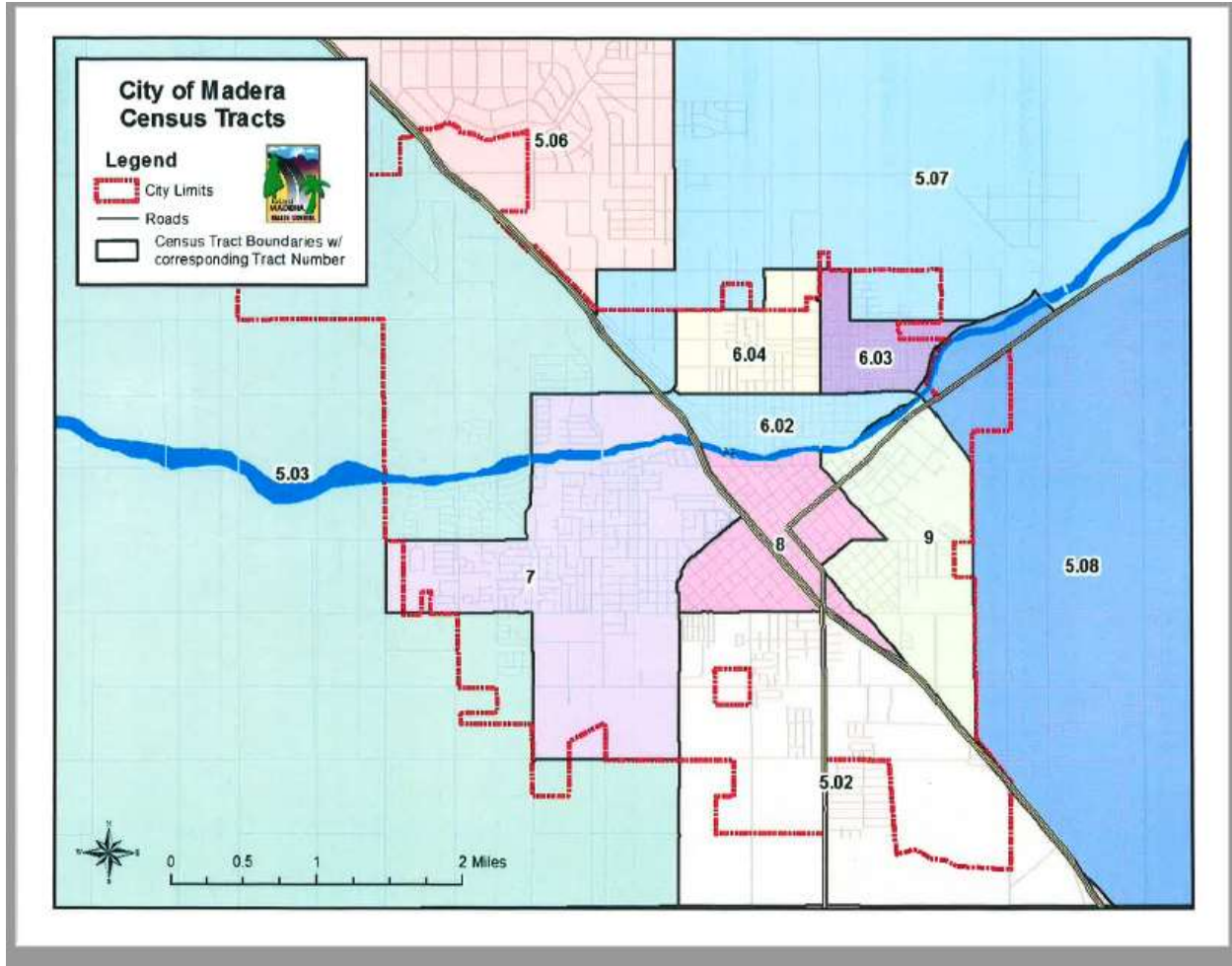


Exhibit B

INCOME SOURCE	AMOUNT	
CITY	\$122,322.19	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	\$122,322	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	\$4,914.19
BENEFITS	0150	\$ 1,135
SERVICES & SUPPLIES		
INSURANCE	0200	
COMMUNICATIONS	0250	\$400
DIRECT BENEFITS		\$103,000
OFFICE EXPENSE	0350	\$270
OFFICE RENTAL	0400	\$850
EQUIPMENT RENTAL	0450	\$1,400
UTILITIES	0500	\$150
TRAVEL (ADMIN.)	0550	
FOOD SUPPLIES	0600	

CONTRACTS	0650	
TRANSPORTATION	0700	
INDIRECT COST		\$10,203
TOTAL		\$122,322.19

DIRECT BENEFITS		
CLIENT RENT		\$60,000
WATER/TRASH		\$15,000
PG&E		\$28,000
TOTAL		\$103,000

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

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

PROJECT TITLE: Rental Assistance

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. Female Head of Household: _____

6. Income Level by Family Size:

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

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

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

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

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

Exhibit E

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

These can be obtained at the EEOC web site www.eec.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprogram.htm, and through its ADA Information Line, at 202 514-0301 (voice and 202-514-0383 (TTY)). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

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

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

RESOLUTION NO. 21- _____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A 2020/21 COMMUNITY DEVELOPMENT BLOCK
GRANT SUBRECIPIENT AGREEMENT FOR SERVICES (\$280,321) WITH THE
MADERA COALITION FOR COMMUNITY JUSTICE**

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

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

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

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

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

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

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

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

WHEREAS, on September 11, 2020, the City was notified that it was eligible to receive \$402,643; and

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

WHEREAS, on May 19, 2021, the City Council conducted a public hearing to receive input from the public and BGC on how to allocate the \$402,643 in COVID-19 funding and make tentative determinations for allocations; and

WHEREAS, on June 16, 2021, the City Council conducted a public hearing to consider approval of the COVID-19 final funding allocations and amended 2019/20 Action Plan; and

WHEREAS, after considering the reports and public comments, the City Council wishes to approve the 2020/21 Community Development Block Grant subrecipient agreement with the Madera Coalition for Community Justice in the amount of \$280,321; and

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 2020/21 Community Development Block Grant Subrecipient Agreement between the City and Madera Coalition for Community Justice in the amount of \$280,321. A copy of the agreement is attached as Exhibit 1 and incorporated by reference.
3. This resolution is effective immediately upon adoption by City; however it shall not be effective for implementation until City receives written confirmation from the U.S. Department of Housing and Urban Development of the City of Madera 2019/20 amended Action Plan approval.
4. The Director of Financial Services is hereby authorized to take such action necessary to implement the terms of this Resolution.

Exhibit 1

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

This Community Development Block Grant Subrecipient Agreement ("Agreement") is entered into, effective on the date of June 17, 2021, by and between the City of Madera ("City") and Madera Coalition of Community Justice, hereafter referred to as "SUBRECIPIENT."

RECITALS

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

AGREEMENT

1. Services

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

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the Subrecipient in the performance of this Agreement and shall be documented to the City by the fifteenth (15th) day of the month at a minimum of following the end of each month, and no longer than 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 \$280,320.81 in fiscal year 2021-2022. Any compensation not consumed by expenditures of the SUBRECIPIENT by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

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

c. Lobbying Activity

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

d. Political Activity

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

3. Fiscal Compliance

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

4. Program Income

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

5. Compliance with Laws

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

6. Administrative Requirements/Financial Management/Accounting Standards

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

7. Costs Principles

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

8. Contract Administration

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

9. Period of Performance

The Subrecipient shall commence performance under this Agreement on July 1, 2021, and shall end its performance June 30, 2022, unless terminated sooner as provided for elsewhere in this Agreement. The subrecipient may request a written extension of the Agreement, and this agreement provides authority to the Grants Administrator to approve or deny the request.

10. Records

a. Record Establishment and Maintenance

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

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

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

b. Reports/Required Notifications

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

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

City shall notify Subrecipient in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be

imperiled in the event that corrections are not accomplished by Subrecipient within thirty (30) days, written notification shall constitute City's intent to terminate this Agreement.

Subrecipient shall report to City promptly and in written detail, each notice of claim of copyright infringement received by Subrecipient with respect to all subject data delivered under this Agreement. Subrecipient shall not affix any restrictive markings upon any data. If markings are affixed, City shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

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

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

11. Assignment

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

12. Subcontracts

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

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

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

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

13. Conflict of Interest

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

14. Discrimination

a. Eligibility for Services

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

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

b. Employment Opportunity

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

c. Suspension of Compensation

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

d. Nepotism

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

15. Termination

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

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

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

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

16. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or

changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Manager, or his designee.

17. Administration

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

18. Evaluation

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

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

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

19. Governing Law

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

20. Reversion of Assets

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

21. Breach of Agreement

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

22. No Third-Party Beneficiaries

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

23. Indemnification

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

24. Independent Contractor

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

25. Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Subrecipient shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

26. Violation of Federal Rules and Regulations

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

27. General Provisions

a. Entire Agreement

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

b. Notice.

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

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

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

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

c. Interpretation.

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

d. Severability.

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

e. Execution in Counterparts.

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

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

CITY OF MADERA:

MADERA COALITION FOR COMMUNITY JUSTICE:

By: _____
Santos Garcia, Mayor

By: Loures Herrera
Loures Herrera, Executive Director

Date: _____

Date: 06/03/2021

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Alicia Gonzales, City Clerk

By: _____
Hilda Cantú Montoy, City Attorney

Date: _____

_____ Date:

Exhibit A

CITY OF MADERA

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) **CDBG-CV** PUBLIC SERVICE APPLICATION

The City of Madera received a supplemental allocation to our Community Development Block Grant (CDBG) funds that must be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this public health crisis. The CARES Act will provide \$536,338 in Community Development Block Grant Coronavirus (CDBG-CV) funds to the City from the U.S. Department of Housing and Urban Development (HUD).

The City is requesting applications from nonprofits and other eligible entities for participation in the CDBG-CV program to address one of the following specific needs identified for this funding.

- Rent/Mortgage Assistance
- Food Assistance
- Utility Billing Assistance
- Small Business Assistance

HUD has provided flexibility for the use of CDBG-CV funding by eliminating the CDBG 15% cap for which the amount of grant funds can be used for public services. Eligible CDBG-CV programs must provide services to City of Madera low- to moderate- income residents.

CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits which means grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost.

Activities must meet one of the three HUD National Objectives:

1. Benefit low to moderate income persons
2. Aid in the prevention of slums and blight, or
3. Meet an urgent need

Applications for Funding

Applications for funding through the City of Madera CDBG-CV program shall adhere to CDBG funding criteria. Applicants will adhere to the following criteria.

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

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

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

There is nothing more devastating to a family short of a life-threatening illness like COVID-19 than being homeless because it disrupts every aspect of the day-to-day lives of family members. Likewise, there is nothing more destabilizing for a community than to have a large number of residents suddenly becoming homeless with no housing especially during the COVID-19 pandemic. There is the obvious health and safety dangers posed. But stressors begin building up long before the actual eviction causing an increase in domestic violence, child abuse, drug and alcohol abuse which take a frightful toll on families.

In March, Governor Newsom issued an executive order allowing local jurisdictions to adopt ordinances preventing mass evictions of families for nonpayment of rent retroactive to March up through the end of May. The same can provide for a deferment of repayment of back rent beyond the expiration of the ordinance. The City of Madera responded by adopting an ordinance that sunsetted on May 31, 2020. Tenants avoided eviction because the State Judicial Council declared a moratorium on eviction actions which ended on August 31st. The state then enacted AB 3088(COVID-19 Tenant Relief Act of 2020) which further delayed eviction actions, exempted selected nonpayment of rent evictions due to COVID-19 hardships, conferred more protections for “just cause” termination of tenancies from the previous AB 1482, and a host of other relief. On the federal side, the Center for Disease Control and Prevention issued “Temporary Halt in Residential Evictions to Prevent Spread of COVID-19.” The order declared a national moratorium on residential evictions for nonpayment and related hardships. The residual AB 1482, the newly adopted AB 3088 and the CDC order impose overlapping rights, responsibilities and requirements on tenants and landlords alike respecting requisite notice content and time extensions, rent arrearages that constitute grounds for eviction (others that are not), repayment installments and timelines, declaration submission deadlines, hardship exemptions, just cause requirement (at fault vs. no fault), differing court filing timelines, etc. Suffice it to say, the federal and state laws were complicated, nuanced and confusing to laypersons often causing tenants to forego their rights, failed to seek assistance (financial resources and legal assistance) and miss legal deadlines all to their detriment.

That said, the CDC order will sunset on December 31, 2020. Under AB 3088, nonpayment of rent due to COVID-19 hardship ends on January 31, 2021. Moreover, the deadline for repayment of rent arrearage owed during the hardship months is January 31, 2021. Beginning February 1, 2021, all rent must be paid in full as they fall due – no more hardship forbearance or deferment of back rent. It could not happen at a worst time as the pandemic is trending in the wrong direction. What MCCJ has learned in the past 5-6 months is that many families were lulled into believing they didn’t have to pay rent, couldn’t save or make arrangements to pay the arrearage, wage earner had hours reduced or lost job, household expenses increase due to child care and school closing, etc. Relative to that is many didn’t know about job protections, employee

coverages and wage replacements. This is the perfect storm. More than likely, the confluence of all of these factors and circumstances will translate to an avalanche of evictions beginning in February 2021.

The challenges faced by families negatively impacted by the pandemic are multifaceted: 1) the loss of employment means no income and depletion of whatever savings they may have had; 2) rent and utilities are unpaid both past and current; 3) all one-time funds (stimulus money) are expended on immediate needs which remain inadequate; 4) household expenses have increased since store prices have increased and more food is needed to feed children at home due to no school; there are no savings; 5) other bills (e.g., car, credit card, etc.) go unpaid and late fees accumulate; and low- and moderate-income homeowners who were unable to make their mortgage payments, and 6) all of the above are much more acute due to the extended passage of time.

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

Respecting the above, the moratoria of rent and utilities provided much-needed respites but once the deferments are over, they must be paid AND current rent and utilities that fall due must be paid as well. (The former is owed at the beginning of each month.) Even those who have qualified for unemployment benefits, the additional \$600 ends on 7/31. Those who are recalled for work are given less than their usual hours because of reduced business and so they fall further behind on bills. Expiration of the moratoria on rent and utilities and the court's emergency order halting eviction produces the perfect storm. There will be two waves of evictions: August when current rent due goes unpaid and November when the tenants are unable to pay the 3 plus months of unpaid rent during the moratorium. Respecting the first group, it is inevitable that there will be a sizeable number of tenants who failed to provide their landlords with proof of their COVID-19 related loss of income and will be sued, in the first instance, for all rent due as soon as the courts reopen.

The bottom line is that there will be massive dislocation of families and confusion in Madera – homelessness will be rampant. This could not happen at a worse time since the affordable housing market in the City of Madera has been static for years. (In fact, it has been experiencing a negative vacancy rate for the past 5 years.) Despite a continued growing population, the City's housing stock has actually shrunk due to the City ordinance requiring rental inspections. There has been an increasing demand with a diminishing supply of housing. Over 52% of households are renters in the City. The overwhelming majority are moderate and low-income. As is true across the country, Unfortunately, it is the low-wage workers that have suffered job loss due to

the pandemic. What we are going to witness in Madera is a game of musical chairs with families who are subject of evictions scrambling to find housing as the fall and winter months close in.

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

Madera Coalition previously received an allocation of CDBG-CV funds from the City of Madera to prevent evictions, utility shutoffs and mortgage foreclosures. (This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136.) Subsequent to that, the organization was a separate CDBG-CV funds from the County to provide the same services for eligible residents in the county which included those residing in the City of Madera. Both allocations have time constraints that imposed deadlines for their expenditures. This current request will supplement the unused funds

Madera County Action Partnership also received CDBG-CV funds earlier this year. The latter also receive FEMA funding for rent assistance from time to time but the program has not been in operation for quite some time. Department of Social Services have two programs for welfare recipients who are facing imminent eviction to get payment of first month's rent and security deposit, if eligible. Central Valley Opportunity Center receives funding that are available only to farmworkers.

MCCJ operates PG&E's Reach program and California Public Utility Commission's TEAM program. The former is a utility payment assistance program and the latter a utility bill dispute resolution service. Further, MCCJ is the Fresno/Madera United Way's COVID-19 assistance ambassador/prosperity counsel in Madera County. In that dual capacity, it will be screening all Madera applicants seeking assistance due to needs arising from the pandemic. (The level of funding is in flux.) It's prior receipt of a grant of \$50,000 from the Sierra Health Foundation to address the financial needs of low-income families, single-parent-headed households and victims of domestic violence in the county has been depleted.

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

Eviction Prevention & Utility Shutoff Program - EP&USP will be threefold:

1. Provide rental assistance to families facing eviction for nonpayment of rent (due to COVID-19) and/or obtain new housing.
2. Provide utility (electricity, water and sewer) assistance to families facing utility shutoff due to nonpayment.
3. Provide financial assessment, counseling and referral regarding wage replacement, benefits, services, resources, legal employment protections and rights.

It complements and supplements existing services. The third-prong of the project is not provided anywhere in Madera City and County. It is a very necessary component of the project. (Both

CAPMC and CVOC are housing voucher programs. Neither provides the counseling and referral services.)

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

- Records of clients seen
- Records and clients served

Staff will conduct outreach to publicize the program to residents of the City of Madera to hospitals, health clinics, school district, migrant and farmworker service providers, food distribution, flea market, agencies, nonprofits and faith institutions to refer clients in need and to leverage their expertise, services and resources to publicize and assist families in keeping their housing and getting back on their feet. In that connection, it will also use media (Univision and Radio Bilingue) to outreach to Spanish language families.

MCCJ just successfully concluded the 2020 Census campaign heading up the local complete count committee and will be able to take advantage of the networking, collaborations, cooperation and coordination with community partners. Further, MCCJ enjoys a unique partnership with CRLA the county legal services that represents tenant families in eviction actions

Each application for assistance will be reviewed to determine income and resource eligibility to receive CARES Act assistance and that their need is due to COVID-19 impact. Additionally, the assistance requested will be scrutinized to determine the amount needed, likelihood of success, availability of other resources, ability to come up with matching money, and future prospects of maintaining housing. (E.g., request for financial assistance to forestall an eviction due to a rent arrearage will be denied if the applicant has no means to pay both current and future rent. In that connection, the request would be granted if the applicant is going back to work so can pay rent as they come due once the arrearage is extinguished. Alternatively, a grant would be made to allow the applicant to find new housing notwithstanding in light of the imminent eviction. Any payment disbursed would be made to the vendor (landlord) to ensure that the money goes toward securing housing and not something else. (Similarly, homeowners who are delinquent in their mortgage payments will be scrutinized to optimize their mitigation options in light of a much more extensive time line. From the initial date of nonpayment, the defaulting homeowner has at least 180 days before the foreclosure sale. Prior to the sale, homeowner can request a loan modification which at a minimum will delay matters another 60 plus days and if granted achieve an outcome preferable to securing financial assistance from this program. Many of the big lenders are granting forbearances which would preempt the need for assistance.) Likewise, the same process and procedures will be followed in utility shutoffs.

Separately, all applicants seeking financial assistance will be counseled on the availability of other resources, financial assistance, benefits, rights & job protections, and services to assist the

distressed families in more than just preventing evictions and utility shutoffs. (E.g., income replacement (UIB & CARES Act expansion, Pandemic Unemployment Assistance, SDI, Paid Family Leave); paid or unpaid leave (California Paid Sick Days, FFCRA Emergency Paid Sick Leave & Expansion, CA Supplemental Paid Sick Leave for Food Sector Workers, Family Medical Leave Act & California Family Rights Act, California Family School Partnership); private and government relief funds; Pandemic EBT benefits; housing rent deferment and mortgage forbearance programs and options; health advisory; local food distribution and free meal sites, etc.) Applicants will be provided with information sheet and referrals made to agencies for follow-up and reporting. Immigrants will be provided with special information geared to their immigration status. (In addition to its local food distribution programs, MCCJ also administers two PG&E utility assistance programs in addition to being Fresno/Madera United Way's county representative in its Partners in Prosperity (COVID-19 assistance program)).

The project will maximize the number of families served to stretch the dollars awarded. It is anticipated that 250 to 400 families will be served. Of that number 75 to up to 200 families will receive rental and/or utility assistance. The maximum grant per household is \$5000 and on a onetime basis. Each application will be reviewed and scored based on a set criteria which includes: whether payment will forestall and eviction or keep the family housed, likelihood of being able to stay housed in the foreseeable future (e.g., reemployment, unemployment benefits eligible, recovery from COVID, etc., imminent loss of housing or utility shutoff, family can come up with matching money, financially eligible, etc. Alternatively, if the rent arrearage exceeds the maximum allocation, attempts will be made to pay for new housing. Goal is to keep families housed and secondarily to disburse the funds judiciously in order to optimize the use of available funds to keep as many families housed as possible.

Which National Objective does your program meet?

Service to low- and moderate income families.

Which measurable objectives does your program meet?

Rent/mortgage and utility shutoff assistance.

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

None currently planned.

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

N/A

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

MCCJ had previously surveyed it's parent groups and individual recipients at its food distribution sites. The identified needs were confirmed in the last 3 months of running the project currently.

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

N/A

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

Funds will assist those who have the least amount of income and resources.

Discuss your program's/project's successes.

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

Among its accomplishments include the Cesar Chavez Plaza, fixed-route bus system, county farmworker vanpool, institutionalized the annual Interfaith/Intercultural Celebration and local Earth Day event, free tax preparation (with United Way), etc. It chaired the recently concluded 2020 Census campaign.

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

MCCJ has been a recipient of CDBG funds from the City for almost 20 years. It has been and remains in good standing.

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

Reporting – MCCJ will provide the City at regular intervals with records of clients seen, service and financial assistance provided, and supporting evaluation and financial documentation including bank account statements.

CLIENT POPULATION		
1. Indicate the total number of potential clients in the community who require your services.	1,050	
2. Indicate the total number of <u>unduplicated</u> clients you intend to serve during the term of this proposed program/service (12 months).	300	
3. Has there been a change in the composition of the target population to be served and/or shift in the geographic target area?	Yes	No
		x
4. Are income criteria used to establish eligibility for services? (If yes, attach a copy of the documentation to establish income eligibility by household size and household gross annual income. Acceptable forms of documentation include two years of tax documents, six months of paycheck stubs, six months of checking and savings statements, retirement accounts, 401(b)(3) or 401K plans, etc.	x	
5. Is a fee schedule used? (If yes, attach a copy of the fee schedule.)		x

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

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

AGE	0 - 5	6 - 12	13 - 17	18 - 34	35 - 54	55 - 59	60 - 64	65 +
	100	130	120	75	75	25	15	5
GENDER	Female	175						
	Male	125						
FEMALE HEAD OF HOUSEHOLD	75							

Ethnic Categories*	No.
Hispanic or Latino	220
Not-Hispanic or Latino	35
Racial Categories*	
American Indian or Alaska Native	5
Asian	3
Black or African American	15
Native Hawaiian or Other Pacific Islander	

White	35
Other	2

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

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

INCOME SOURCE	AMOUNT
CITY	280,120.81
UNITED WAY	
STATE (SPECIFY)	
FEDERAL (SPECIFY)	

SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	280,120.81	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	30,000
BENEFITS	0150	3,000
SERVICES & SUPPLIES		500
INSURANCE	0200	500
COMMUNICATIONS	0250	600
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	1000
EQUIPMENT RENTAL	0450	
UTILITIES	0500	400
TRAVEL (ADMIN.)	0550	200
FOOD SUPPLIES	0600	
Rental/utility assistance		240,620.81
TRANSPORTATION	0700	
Administrative expenses	0750	3,000
TOTAL		280,320.81

CITIZEN PARTICIPATION:

Proposals should include evidence of citizen support for activity.

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

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

REFERENCES

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

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

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

Name	Title	Company/Agency	Phone	Email Address

SPONSORING AGENCY MANAGEMENT

CORPORATION DIRECTORS:

How often does the Board meet? _____

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

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

_____ Minimum _____ Maximum

Please provide the following information:

Date of Incorporation: _____

IRS Employer Number: _____

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

FINANCIAL:

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

How often are financial records audited, and by whom? _____

Are the treasurer and/or other financial officers bonded?

If so, for how much? _____

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

List any outstanding obligations:

RESOLUTION/CERTIFICATION:

We, the Board of Directors of Madera Coalition for Community Justice do hereby resolve that on _____, 2020, the Board reviewed this application and, furthermore, the Board in proper motion and vote approved this application for submission to the City of Madera.

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

Dated: _____, 2020

AGENCY NAME: Madera Coalition for Community Justice

ADDRESS: 219 S. D St., Madera , CA 93638

TELEPHONE: 661-1879;

Email Address ourdes@maderacch.org

By: _____
President of the Board of Directors

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

By: _____
Executive Director

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

EMAIL THE APPLICATION TO: ddybas@madera.gov

DUE DATE: November 23, 2020, 5:00 p.m.

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

CDBG-CV (COVID-19) Applicant Scoring Rubric		
Criteria	Points	Committee Member Ranking
Ability to Address COVID-19 Community Need	20	
COVID-19 Work Plan and Capacity	20	
Ability to Address a National Objective with COVID-19 Measureable Outcomes	20	
Timeline	20	
References	20	
Total		

Priority Needs for the CDBG-CV (COVID-19) Funding	
Top Need Areas	Target Areas
Rent/Mortgage Assistance	Monthly rental/mortgage assistance for housing for lowincome individuals/families, seniors and people living with disabilities effected by COVID-19.
Food Assistance	Services that provide food for low-income individuals/ families, seniors and people living with disabilities effected by COVID-19.
Utility Billing Assistance	Monthly utility billing assistance (water/sewer) for lowincome individuals/families, seniors and people living with disabilities effected by COVID-19.
Small Business Assistance	Programs to assist small businesses to retain low-income workers effected by COVID-19.

Attachment A
ATTACHMENT B

ELIGIBLE CDBG CENSUS TRACTS ARE: 5.02 (to the north), 6.02,
6.03, 6.04 8 AND 9
THESE ARE THE ELIGIBLE TRACTS WHERE CDBG

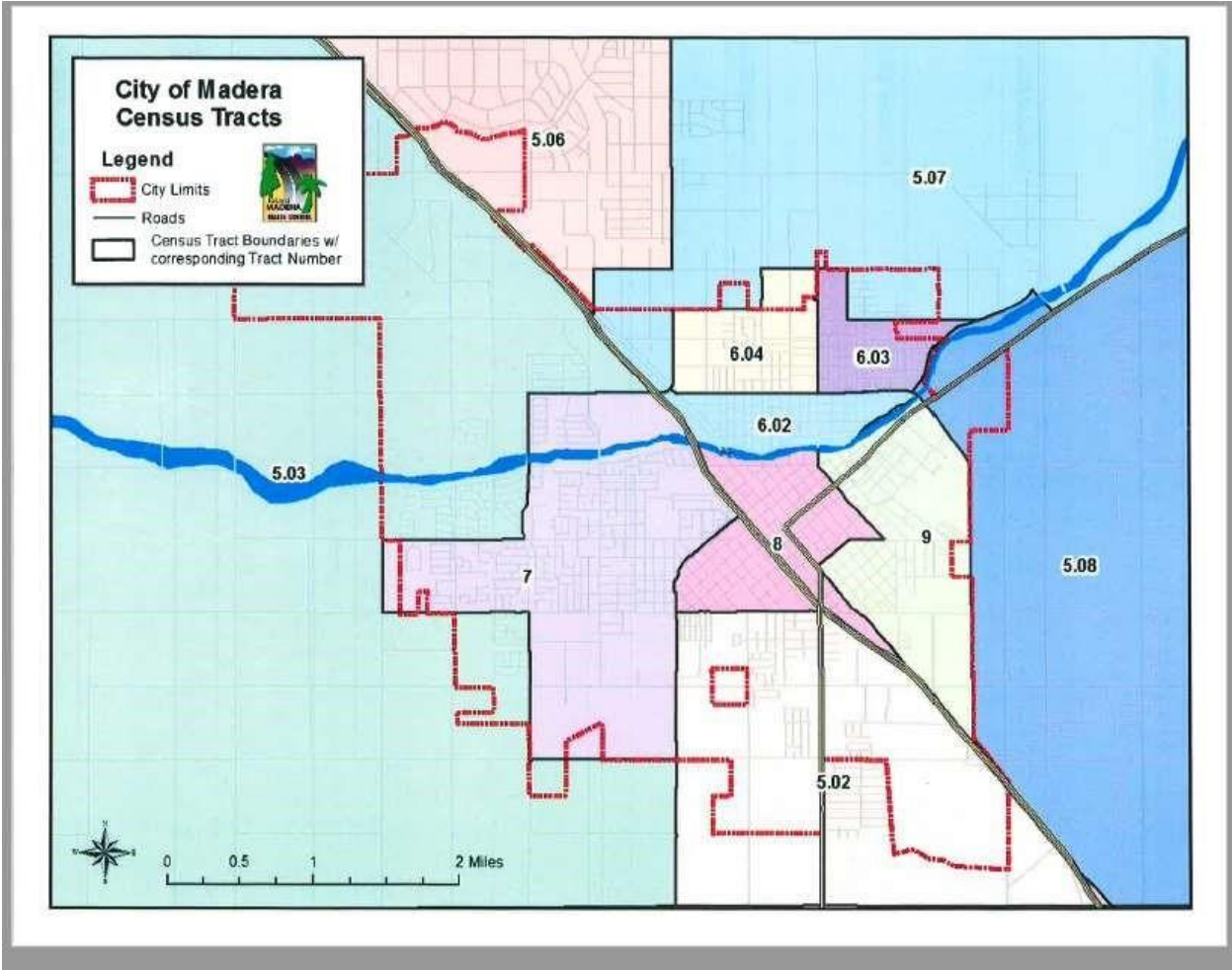


Exhibit B

INCOME SOURCE	AMOUNT	
CITY	280,120.81	
UNITED WAY		
STATE (SPECIFY)		
FEDERAL (SPECIFY)		
SERVICE FEES		
FUND RAISING		
DONATIONS		
RESERVE/CONTINGENCY		
OTHER (LIST)		
TOTAL INCOME	280,120.81	
SALARY EXPENSES	ACCOUNT NO.	AMOUNT
SALARIES	0100	30,000
BENEFITS	0150	3,000
SERVICES & SUPPLIES		500
INSURANCE	0200	500
COMMUNICATIONS	0250	600
CONSULTANT SERVICES	0300	
OFFICE EXPENSE	0350	
OFFICE RENTAL	0400	1000
EQUIPMENT RENTAL	0450	
UTILITIES	0500	400
TRAVEL (ADMIN.)	0550	200
FOOD SUPPLIES	0600	
Rental/utility assistance		240,620.81

TRANSPORTATION	0700	
Administrative expenses	0750	3,000
TOTAL		280,320.81

Exhibit C

CITY OF MADERA

Quarterly Activity Report

Contract Period: July 2021 to June 30, 2022

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

PROJECT TITLE: Rental Assistance

MONTH/QUARTER AND YEAR OF REPORT: _____, 20__

I. CLIENT INFORMATION:

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

Reason(s) services were denied: _____

DEMOGRAPHIC INFORMATION OF THE UNDUPLICATED CLIENTS SERVED THIS MONTH:

5. Female Head of Household: _____

6. Income Level by Family Size:

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

II. LONG RANGE OBJECTIVES:

III. SHORT RANGE OBJECTIVES:

IV. SPECIFIC ACTIVITIES:

V. OUTCOMES ACHIEVED:

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

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

REPORT PREPARED BY: _____

Date: _____

Date

Type of Assistance

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

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

Signature

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

INSTRUCTIONS for the RACE and ETHNIC DATA REPORTING FORM

A. General Instructions

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

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

Exhibit D

COMMUNITY DEVELOPMENT BLOCK GRANT CERTIFICATIONS

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

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

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

Exhibit E

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

Special Attention of:

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

Notice CPD- 00-10

Issued: December 26, 2000

Expires: December 26, 2001

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

I. Purpose

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

Applicability

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

II. Section 504 of the Rehabilitation Act of 1973

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

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

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

Non-housing Programs

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

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

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

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

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

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

Accessibility Standards

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

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

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

Employment

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

Section 504 Self Evaluations

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

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

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

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

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

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

III. The Americans With Disabilities Act of 1990

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

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

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

These can be obtained at the EEOC web site www.eeoc.gov, or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR §35.151 (a) & (b)) Facilities constructed or altered in conformance with either UFAS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR §35.151 (c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections . Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR §35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years. If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR §35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprogram.htm, and through its ADA Information Line, at 202 514-0301 (voice and 202-514-0383 (TTY)). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments: Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and “commercial” facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

IV. The Architectural Barriers Act of 1968

The Architectural Barriers Act of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately-owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards (UFAS). (24 CFR 570.614) In practice, buildings built to meet the requirements of Section 504 and the ADA, will conform to the requirements of the ABA.

V. HUD Resources Available Concerning Section 504

Further information concerning compliance with Section 504 may be obtained through the HUD web page (<http://www.hud.gov/fhe/504/sect504.html>). Additional assistance and information may be obtained by contacting the local Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity field office. Below is a list of the phone numbers for these offices.

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

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