

**Subrecipient Agreement between
The City of Merced and
Project Sentinel, Inc.
For
The City of Merced
Community Development Block Grant
Tenant/Landlord Counseling Services**

THIS AGREEMENT, entered this ____ day of _____, 2024, by and between the City of Merced (herein called the “Grantee” and/or “City” and/or “City of Merced Housing Division”) and Project Sentinel, Inc. (herein called the “Subrecipient”).

WHEREAS, the Grantee applied for and received funding from the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (B-23-MC-06-0044) under the Community Development Block Grant Program, 14.218-Entitlement Grant (“CDBG”), and administered by HUD, with a Federal Award Date of August 28, 2023; and,

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of the Grantee and Subrecipient in accomplishing the HUD CDBG objectives, as set forth in the HCD Act. The CDBG Program and funds related thereto are referred to from time to time as the “CDBG Program” or “CDBG Funds”; and,

WHEREAS, Grantee adopted a Five-Year Consolidated Plan on November 16, 2020, covering Program Years 2020 through 2024, which identifies programs that promote and create fair and affordable housing and an increase of public services, especially targeting extremely low- and low-income households, as essential to the community; and,

WHEREAS, in response to the City’s Notice of Funding Availability to solicit public service proposals for 2023 Program Year CDBG assistance, and in response to the immediate needs of the community after storm-related flooding occurred in several apartment units in January 2023, Grantee received an application from the Subrecipient proposing to administer a Tenant/Landlord Counseling Services program to benefit low-to-moderate income (“LMI”) residents within the City of Merced city limits, (hereafter collectively referred to as “Proposal” and “Program”); and,

WHEREAS, on June 5, 2023, the City Council, through approval of the 2023 Annual Action Plan, allocated \$51,385 of its CDBG funding for a Tenant/Landlord Counseling Services Program to be carried out during the 2023-24 Program Year; and,

WHEREAS, use of CDBG Funds for Tenant/Landlord Counseling Services benefitting LMI residents meets the Goals and Policies found in Chapter 9 (Housing Element) of the Merced Vision 2030 General Plan, adopted on July 18, 2016, by the City Council; and,

WHEREAS, Subrecipient agrees provision of CDBG funds for this Program is to provide primarily LMI Merced residents with access to services where cases of fair housing discrimination does not appear to exist, but where counseling to prevent or settle disputes between tenants and landlords is needed in order to prevent homelessness and unnecessary evictions; and,

WHEREAS, Grantee has determined, and Subrecipient certifies, that the provision and operation of the Program pursuant to this Agreement furthers the needs of the City as well as the policy and intent of the City's CDBG Program goals and objectives as identified in the 2020-2024 Consolidated Plan and 2023 Annual Action Plan; and,

WHEREAS, Tenant-Landlord Counseling is an eligible "Public Service" for the use of City of Merced CDBG funds, pursuant to 24 CFR Section 570.201(e) and the exceptions provided in 24 CFR 570.207(b)(2). Specifically, "Public Services" are defined by 24 CFR Section 570.201(e) as allowing for the provision of services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments), homebuyer down payment assistance, or recreational needs; and,

WHEREAS, Subrecipient represents that it has the necessary experience, expertise, qualifications, and willingness to implement this program and provide these services in a manner satisfactory to Grantee, pursuant to the terms and conditions of this Agreement; and,

WHEREAS, Subrecipient agrees to comply with all applicable HUD regulations, including, but not limited to, those contained in 24 CFR Part 570 – Community Development Block Grants, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards, and 2 CFR 230 et. seq., Cost Principles for Non-Profit Organizations (OMB Circular A-122); and,

WHEREAS, Subrecipient is a Non-Profit Organization exempt from Federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) with a local business address of 1231 8th Street, Suite 425, Modesto, CA 95354; and a mailing address of 1490 El Camino Real, Santa Clara, CA 95050, and EIN: 77-0266612, and Unique Entity ID (UEI) No. E44GRKVCXEEN9; and,

WHEREAS, Grantee agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for Grantee hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering and providing a Tenant-Landlord Counseling Program spanning the 2023-24 Program Year in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

The Program will be operated within the City limits of Merced, for the benefit of primarily LMI City residents and rental property owners and will use CDBG funds to implement the eligible activities listed in this Section. Subrecipient must utilize the funds in accordance with the applicable CDBG funding regulations, requirements, and general activity delivery for the Program. Such Program implementation will include, but not be limited to, the activities eligible under the CDBG program described in this Section.

Services to be provided with this Agreement by the Subrecipient shall include the following:

1. Arrange for the provision of a tenant-landlord housing counseling and dispute resolution program at no cost to neither tenants nor landlords. The Program will assist LMI income tenants and housing providers to understand their respective rights and responsibilities. Services will

encompass all areas of residential rental concerns, including but not limited to, lease terminations, evictions, habitability, privacy, deposits, and rent increases, and will apply to all types of housing, including mobile homes and Homeowners Associations (HOAs). In carrying out this Program, Subrecipient shall give priority to residents whose needs or particular situation involves court-imposed deadlines or where housing is threatened with termination.

2. Complete demographic, income, and other HUD-required statistical ethnicity information on each client will be collected for subsequent reporting purposes, and to ensure that the primary beneficiaries of funding are LMI individuals and households.

B. Program Delivery:

The CDBG Allocation of \$51,385, referenced herein above, shall be directed toward the following public service deliverables:

1. *Tenant-Landlord Outreach, Education, and Referral Services:*

Because lack of information and education regarding the rules governing the tenant/landlord relationship is one of the main generators of conflict, Subrecipient will educate approximately 100 persons through information and referrals about available resources and will specifically target tenants and landlords regarding their respective rights and responsibilities.

Subrecipient will distribute a total of approximately 2,500 pieces of multilingual educational material, utilize mass media for public service announcements, make public presentations, and offer helpful online resources. These resources will be posted on the Subrecipient website (www.housing.org) and shall also be shared with the City for posting on the Housing Division website and the City's social media platforms and for distribution at City offices and events.

Clients may be referred to outside agencies and other organizations upon initial contact by client to Subrecipient, if appropriate. As such, Subrecipient shall collaborate with and give educational presentations to governmental and community service agencies so that Merced residents in need of housing and other forms of assistance are referred to and connected with the appropriate services. Such collaborators include but are not limited to: Merced County Community Action Agency; Merced City Code Enforcement; Merced Senior Center; Merced City and County Continuum of Care; Merced County Human Services Agency; Central California

Legal Services; Catholic Charities Diocese; Merced Lao Family; Merced County Food Bank; Valley Crisis Center; and Restore Merced.

Subrecipient shall provide necessary linguistic or other special accommodation services to clients, as needed, to ensure all potential clients have equal access to the services provided with this Program.

Eligible reimbursements include but are not limited to: direct staff hourly pay/salaries; publication/flyer printing and postage costs; and mileage for outreach purposes.

2. *Tenant-Landlord Conciliation and Mediation Services:*

Subrecipient will provide dispute resolution services in the form of phone resolution (conciliation) and/or scheduling a face-to-face meeting of all parties to come to an agreement (mediation) to a total of approximately 35 cases/households. Staff members will obtain information to understand the conflict and then provide information and assistance to tenants and landlords regarding their rights and responsibilities. Project Sentinel will also collaborate with other community service agencies to ensure residents are connected with the appropriate services.

Subrecipient shall provide necessary linguistic or other special accommodation services to clients, as needed, to ensure all potential clients have equal access to the services provided with this Program.

Eligible reimbursements include but are not limited to: direct staff hourly pay/salaries; necessary materials and supplies related to this activity; and mileage for mediation and case management purposes.

3. *Other Program Activity Delivery Costs (ADC):*

HUD allows other direct administrative activities necessary to the delivery of this Program to be reimbursable. These could include:

- Other salary/wage related costs including vacation, holiday, and sick leave hours logged by those employees who work specifically on the objectives of this Program.
- Employee fringe benefits allocable on direct labor employees, to include employer-paid portions of social security, employee insurance (health, unemployment, disability), and workmen's compensation costs.

- Consultant services contracted to accomplish specific Program objectives, including any necessary translation services.
- Travel of direct labor employees.
- Materials, supplies and equipment purchased directly for use on this Program (not shared with other contracts held by Subrecipient).
- Communication costs such as long distance telephone calls clearly identifiable with activities covered under this Program.

ADC activities may also include employee time spent on Program-specific demographic data collection and reporting, and submission of invoices for reimbursement. Subrecipient shall collect and submit required demographic and income statistical information, which includes identifying client income category qualifications, ethnicity, race, and other pertinent information. At a minimum, this reporting shall be performed quarterly and at year-end.

For all the above activities, the total direct activity hours worked as a percentage of the total hours worked in a pay period are reimbursable as a direct cost of running the program.

Federal and State income taxes are not reimbursable with this Program.

Employee pay stubs or other such records that record rate of pay, payroll deductions, and employer costs, as well as daily/weekly timesheets that record the total hours worked each day and in each pay period that are spent directly administering the Program, shall be submitted with the invoice package as backup documentation, in addition to a payroll summary sheet that summarizes all the direct program charges for each pay period attributed to the Program.

Any travel-related costs shall be billed as vehicle mileage using the IRS standard mileage rate for business use for the applicable year the travel incurred. Subrecipient shall utilize the mileage log supplied by the City or comparable log sheet to request reimbursement of mileage and include origination and destination addresses for verification purposes. No costs will be reimbursed for personal use of Subrecipient-furnished vehicles by employees. As air travel should not be necessary or reasonable to carry out the Program, no air travel-related costs will be reimbursed.

Proper backup documentation for all requested reimbursements shall be provided, including an explanation of how the cost directly relates to Program

delivery and all related rates and pro-rata calculations. Accuracy of all calculations and spreadsheet formulas shall be ensured before submittal of invoices.

C. CDBG National Objective

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives as defined in 24 CFR 570.208.

As such, the Subrecipient certifies that the Program activities that will be carried out under this Agreement will meet the primary National Objective to benefit low- and moderate-income persons, under the criteria of Low/Mod Limited Clientele activity listed at 24 CFR 570.208(a)(2)(i)(B), in that household income information is required, so that it is evident that at least 51 percent (51%) of City-resident participants assisted are from principally low- and moderate- income families.

In meeting this objective, Subrecipient shall develop an intake/eligibility screening process that ensures the Program is meeting the CDBG National Objective.

In lieu of requiring Subrecipient to collect income source documentation from 100% of clientele assisted, the Subrecipient may choose to require each clientele/head of household receiving services under Deliverable Activity #2 (Conciliation and Mediation Services) to complete and submit a verifiable Self-Certification of Annual Income Form, as provided in Exhibit D-2, as an acceptable method of ensuring the targeted income limit population is being served.

For those clientele who are assisted with referrals/Activity #1 by telephone, Subrecipient shall poll and collect income eligibility information from the client (explanation of the importance and reason for the information shall be conveyed to the client, if necessary). For those who may be assisted with referrals/Activity #1 in person, a completed Self-Certification form should be completed and collected.

All Self-Certification forms collected by the Subrecipient shall be supplied to the City and/or HUD upon request at any time during or after the Term of Performance.

When choosing to accept Self-Certification forms in lieu of source documentation to ensure the CDBG National Objective is being met, the Subrecipient shall randomly require source documentation be provided by at

least a 15% sampling (approximately 5 of every 35 households served). If doing so shows that relying on Self-Certification methods are inaccurate, Subrecipient shall increase the percentage sampled accordingly and disclose this information to Grantee in its required reporting.

Income eligibility source information shall include information of family size, total household income, and residence location using paycheck stubs, public assistance documentation, and any other proof of income and residence, so that it is evident that at least 51 percent (51%) of the clientele are City of Merced residents whose family income does not exceed the low- and moderate-income limit.

Subrecipient shall record income levels of participants by: 30 percent, 50 percent, or 80 percent of area median income (AMI) for reporting purposes.

As part of this process, Subrecipient shall also verify that each assisted participant's reported resident address is located within the city limits of Merced.

D. Performance Measurement

Performance Measurement is an organized process for gathering information to determine how well programs and activities are meeting established needs and goals. The system enables the Grantee to classify activities and to report specific data elements to HUD, who in turn is able to report on the outcomes of the CDBG program nationally. There are three main components to HUD's Community Planning and Development (CPD) Outcome Performance Measurement System: 1) Objectives; 2) Outcomes; and 3) Indicators.

1. Objectives: Objectives are framed broadly to capture the range of community impacts that occur as a result of program activities. This Program shall meet the following objective:

- *Providing Decent Housing* – covers the wide range of housing activities that could be undertaken with CDBG funds, where the purpose is to meet individual family or community housing needs.

The program will maintain and stabilize tenant's housing and will prevent unnecessary and costly eviction proceedings on the behalf of property owners and rental management companies.

2. Outcomes: Program outcomes further define activity objectives and are designed to capture the nature of the change, or the expected result of the

objective, that the Program is expected to achieve. Outcomes correspond to the type of change that the City is expecting. This Program shall meet the following outcome:

- *Affordability* – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing basic infrastructure hookups, or services such as transportation and daycare. This outcome is appropriate whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household.

The Program will provide housing counseling services free of charge, where tenants and landlords may not have otherwise been able to afford them.

3. Indicators: The Subrecipient shall report on the following data elements for all program activities :

- Number of persons that have been assisted with new or improved access to the service.
- Number of households assisted and household size,.
- Amount of money leveraged from other Federal, State, local, and private sources.
- Income levels of persons or households by: 30 percent, 50 percent, or 80 percent of area median income.
- Race, ethnicity, and disability data of each household/individual

The Subrecipient shall set attainable goals which include estimates of the number of individuals who will be served and the expected success rate. A final report showing attainment of the goals created by Subrecipient shall be submitted at year-end and shall include the outcome of the program including challenges, successes, and reasons for not attaining set goals, if applicable.

E. Program Reporting

The Subrecipient shall submit such reports as are required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location of submission of such reports. Required reports and other items to be submitted include, but are not limited to, the following:

- A copy each of all distributed flyers, brochures, and other materials used to inform clients of the services and other information/resources.
- Quarterly reports that describe progress made to date, number of households who have applied for services and number of households/individuals actually served, narrative of any notable successes or incidents, and justification for lower or higher than expected clientele counts, in providing the services.
- Quarterly reports of the HUD-required demographic and income eligibility information of persons assisted by the Subrecipient through this Agreement.
- In addition to the quarterly reporting required, Subrecipient shall provide Grantee with an end of year report, using the forms attached hereto as exhibits, and any additional forms as requested.

F. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performances standards as stated above. Substandard performance, as determined by the Grantee, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures applicable to this Agreement will be initiated.

II. PROGRAM DESCRIPTION

Type of Program: Public Service

HUD-CDBG Eligible Activity: Tenant-Landlord Counseling

HUD Matrix Code: 05K Eligibility Citation: 24 CFR 570.201(e)

National Objective: Low/Mod Clientele Benefit (LMC) – 24 CFR 570.208(a)(2)(i)(B)

Accomplishment Type: 01 People

Service Area: City of Merced (city-wide)

CPD Performance Measurement System: *Objective:* Providing Decent Housing; *Outcome:* Affordability; *Indicators:* 1) Number of persons and households assisted, and household size; and 2) Amount of money leveraged from other Federal, state, local, and private sources, per activity; 3) Income levels of persons or households by: 30 percent, 50 percent, or 80 percent of AMI; and 4) Race, ethnicity, and disability data of each individual.

III. TERM OF PERFORMANCE

Regardless of the date of final execution of this Agreement, eligible program expenses for the activities and services carried out by the Subrecipient shall be considered to have started on July 1, 2023 (start of 2023 Program Year) and end on June 30, 2024.

All invoices for reimbursement of eligible expenses and reporting of participant/beneficiary data for the Program shall be submitted to the City of Merced at the end of each quarter (or other such agreed-upon regular interval) and shall be submitted on single-sided paper with a “wet” original signature on the invoice. To ensure timely closeout procedures, the final invoice shall be submitted no later than June 1, 2024, and be marked “Final,” so as to allow City staff to begin close out of the Program with HUD.

If necessary, Subrecipient may be allowed additional time for any final month invoicing and/or reporting of remaining participant demographic and income eligibility data for those served during the last month of the Program (June 2024), and/or any corrections of previously submitted invoices, and to cover any additional time during which the Subrecipient remains in control of CDBG funds or other CDBG assets. Such extension of time shall include details of estimated completion date.

IV. BUDGET

| <u>Line Item</u> | <u>Amount:</u> |
|----------------------------------|--------------------|
| Eligible/Allowable Cost Expenses | <u>\$51,385.00</u> |
| TOTAL BUDGET | <u>\$51,385.00</u> |

To ensure eligibility of costs, Grantee may require a more detailed budget breakdown than the proposed budget contained herein at Exhibit B, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Once this Agreement is fully executed, any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

For any indirect costs that Subrecipient may desire to charge against the Program, Subrecipient shall strictly adhere to the conditions of Paragraph VIII(C)(2) of this Agreement and 2 CFR Part 230 “Cost Principles for Non-Profit Organizations (OMB Circular A-122),” the latter being the principles to be used in determining the costs of work performed by non-profit organizations under subaward grants and cost reimbursement contracts.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$51,385.00. Drawdowns for the payment of eligible expenses shall be made against the line items specified in Section IV herein and in accordance with performance. Each drawdown request (invoice) shall itemize all program expenses submitted for reimbursement and shall include: thorough backup documentation to explain the expense, all calculations and cost rates used, and the amount of program funds being requested. The Subrecipient will ensure that all calculations are correct and allocable to this Program before submitting for reimbursements. All amounts and invoices shall be related to the Subrecipient's direct labor, supplies, and materials necessary to carry out the Program.

To facilitate the invoicing process, the Subrecipient shall meet with City of Merced Housing Division staff in person or by telephone whenever deemed necessary by either party to review, clarify, and discuss: 1) requirements for reimbursement of invoices; 2) qualifying and ineligible expenses; 3) allowable administration/other expenses per 2 CFR part 200; or other budget or expense-related issue as may need to be resolved.

The Subrecipient shall submit all applicable and final invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff according to the schedule described in Section III. Term of Performance.

VI. NOTICES AND STAFFING

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this Agreement shall be directed to the following representatives of the parties:

GRANTEE

Kim Nutt
Housing Program Supervisor
City of Merced
678 West 18th Street
Merced, CA 95340
(209) 388-8988
nuttk@cityofmerced.org

SUBRECIPIENT

Carole Conn
Executive Director
Project Sentinel
1490 El Camino Real
Santa Clara, CA 95050
(408) 470-3739
cconn@housing.org

Staffing

The Subrecipient will dedicate the following staffing to the Program:

| | |
|--------------------------------|---|
| Program Oversight (Main): | Isenia Macias, Tenant-Landlord Director |
| Program Oversight (Alternate): | Carole Conn, Executive Director |
| Daily Operations/Management: | Isenia Macias, Tenant-Landlord Director |
| Financial Oversight: | Deanne Caraballo, Payroll/Billing Manager |

VII. GENERAL CONDITIONS**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG, including Subpart K of these regulations), except that:

1. The Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604; and,
2. The Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

The Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" and its employees shall not be employees of or have a contractual

relationship with Grantee with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement,¹ life and/or medical insurance,² and Worker's Compensation Insurance, as the Subrecipient is an independent contractor. Subrecipient shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition to Subrecipient's other obligations under this Agreement, Subrecipient shall indemnify, defend and save Grantee harmless from all matters relating to employment and tax withholding for, and payment of, Subrecipient's employees.

C. Indemnity/Hold Harmless

Except as to the sole negligence or willful misconduct of the City, the Subrecipient shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold the City, its officers, employees, agents, and volunteers harmless from any and all claims, suits, charges, judgements, actions, damages, or whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, on the part of the Subrecipient or of Subrecipient's employees, subcontractors, or agents. Subrecipient understands and agrees that it shall defend the City from any claim even if it appears to be without merit. Subrecipient shall also defend, indemnify, and hold the City harmless from any loss, damage, or cost incurred because of any claim by any person or entity, regarding Subrecipient has failed to meet any requirements of HUD. Parties agree that this Section shall survive the expiration or early termination of the Agreement.

D. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage, at its sole expense, to protect assets covered under this Agreement from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR part 200.

¹ Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

² Unless the services under this Agreement are provided by a former City employee who is now retired and Grantee is otherwise obligated to pay for the same.

Prior to the City's execution of this Agreement, Subrecipient shall provide copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms, and ratings as required herein. The required rating, insurance policies and coverages may be modified in writing by the City, or a designee, unless such modification is prohibited by law. The City, and its officers, agents, employees, and volunteers shall be named as additional insureds under all of Subrecipient's insurance policies required hereunder.

Any insurance policy or coverage provided by Subrecipient, or its subcontractors, as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

1. Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Subrecipient's indemnification obligations.
2. Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to the City by certified or registered mail, postage prepaid.
3. Adequacy. City, its officers, employees, and agents make no representation that the types or limits of insurance specified to be carried by Subrecipient pursuant to this Agreement are adequate to protect Subrecipient. If Subrecipient believes that any required insurance coverage is inadequate, Subrecipient will obtain such additional insurance coverage, as Subrecipient deems adequate, at Subrecipient's sole expense.
4. Workers' Compensation Insurance. By executing this Agreement, Subrecipient represents that Subrecipient is aware of and will comply with Section 3700 of the California Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Subrecipient shall carry the insurance or provide for self-insurance required by California law to protect said Subrecipient from claims under the Workers' Compensation Act for all of its employees involved in the performance of this Agreement. Prior to the City's execution of

this Agreement, Subrecipient shall file with City either (1) a certificate of insurance showing that such insurance is in effect, or that Subrecipient is self-insured for such coverage, or (2) a certified statement that Subrecipient has no employees, and acknowledging that if Subrecipient does employ any person, the necessary certificate of insurance will immediately be filed with the City. Any certificate filed with the City shall provide that the City will be given at least ten (10) days prior written notice before modification or cancellation thereof. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

5. Commercial General Liability. Prior to the City's execution of this Agreement, Subrecipient shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance as required to insure Subrecipient against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Subrecipient.

Subrecipient's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

Said policies shall be in the usual form of commercial general and automobile liability insurance policies but shall include the following provisions:

- a. Subcontractors' Insurance. Subrecipient shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, which may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon the City's request, Subrecipient shall provide the City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

b. Commercial Automobile Insurance. Subrecipient is required to provide commercial automobile liability insurance for this Agreement with the exception being those subrecipients that do not require the use of an automobile to meet program requirements as detailed in the Scope of Work.

If Subrecipient requires the use of an automobile or must drive to meet program requirements in the Scope of Work, Subrecipient must submit insurance certificates acceptable to the City that meet the following requirement(s): Subrecipient's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Subrecipient's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Subrecipient's performance of this Agreement, which vehicles shall include, but are not limited to, Subrecipient owned vehicles, Subrecipient leased vehicles, Subrecipient's employee vehicles, non-Subrecipient owned vehicles, and hired vehicles.

6. Cyber Liability Insurance and Protections for Consumer Data Privacy.

If Subrecipient stores or sends electronic information on residents served for service reasons, and the risk of loss of such electronic data will not be covered by Subrecipient's general liability or other insurance, Subrecipient shall maintain cyber liability insurance or like coverage, sufficiently broad to respond to the duties and obligations as is undertaken by Subrecipient under this Agreement, including, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, as well as regulatory fines and penalties and credit monitoring expenses, with limits sufficient to respond to these obligations.

Understanding the technological capacity limitations of non-profit organizations, acceptable policy limits to satisfy this requirement shall be the maximum coverage that Subrecipient can reasonably obtain from an insurance provider.

If Subrecipient does not store or send any resident information electronically, Subrecipient shall submit to Grantee an original written statement on official Subrecipient organization letterhead, and signed by its designated authorized signatory, that certifies such, in order to be exempted from the requirement of Cyber Liability Insurance.

Additionally, Subrecipient shall implement and maintain reasonable security procedures and practices with respect to protection of any personal identifying information that may be disclosed to the Subrecipient by any residents during the performance this Agreement. Subrecipient shall notify the City within twenty-four (24) hours of the Subrecipient's determination that a security breach has occurred with regard to any personal information and shall conduct such investigation and provide such notice as may be required by State and/or Federal law in the event of such breach.

E. Duplication of Benefits

HUD requires that there are adequate procedures in place to prevent any duplication of benefits, which helps to guard against fraud and ineligible uses of taxpayer dollars.

Duplication of service occurs when a person, household, business, government, or entity receives financial assistance from multiple sources for the same purpose, and the total assistance received, available, or forthcoming for that purpose is more than the total need for assistance. As such, establishing a process to effectively manage available funding streams and/or other awarded grant funds shall be carried out by Subrecipient.

The basic method and procedure for determining unmet need is as follows:

1. Assess Need: Determine the total amount of need by collecting all documentation provided by the beneficiary and all other documentation that provides clear demonstration of the need for assistance and reasonableness of the amount requested.
2. Determine Assistance: Identify all potentially duplicative assistance that has or will be provided from all sources to pay for the costs by collecting documentation of other assistance received, applied for, awarded but not yet received, etc.
3. Calculate Unmet Need: Determine the amount of assistance already provided compared to the need, to determine the maximum award/assistance available (deduct assistance determined to be duplicative).

4. Document Analysis and Recordkeeping: Maintain the resulting calculation of unmet need and related documents in the program record.
5. Total Assistance: The total assistance provided to the beneficiary must be less than or equal to the unmet.

Subrogation Statement: Subrecipient, by entering into this Agreement, agrees to repay in full to the Grantee any assistance that is disbursed to a beneficiary and later found to be duplicative.

F. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services under this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided by Grantee in all publications that are funded by Pass-Through Funds under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR part 200 and 24 CFR 85.43, the Grantee may suspend or terminate this Agreement due to the following:

1. For Cause.

The City may suspend or terminate this Agreement immediately if Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Improper use of Grant Funds provided under this Agreement; and
- d. Submission of reports that are incorrect or incomplete in any material respect.

2. For Cause - Additional Remedies.

If Subrecipient materially fails to comply with any term of this Agreement, the City, in addition to immediate termination or suspension, may also take any one or more of the following actions as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by Subrecipient;
- b. Disallow all or part of the cost of the activity or action not in compliance;
- c. Withhold further awards for the Program; and
- d. Take other remedies that may be legally available.

3. Availability of Funding.

The City's allocation of funding to Subrecipient pursuant to this Agreement is contingent upon the availability to the City of Grant Funds and continued authorization for program activities by HUD. In the event of funding reduction, the City may reduce the budget for this program as a whole or as to cost category, and may, at its sole discretion, limit Subrecipient's authority to commit and spend funds, and may restrict Subrecipient's use of both its uncommitted and its unspent funds. Should funding change, the City may suspend the operation of this Agreement for up to sixty (60) days, upon three (3) days written notice to Subrecipient of its intention to so act. In no event, however, shall any revision made by the City affect expenditures and legally binding commitments made by Subrecipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

4. Without Cause.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience, in accordance with 24 CFR 85.44, by

either Party, upon thirty (30) days written notice to the other Party, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

5. Costs Following Termination.

Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of this Agreement are not allowable unless the City expressly authorizes them in the Notice of Suspension or Termination. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if: (a) the costs resulted from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and (b) the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

I. Inconsistent or Conflicting Terms in Agreement and Exhibits

In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Exhibits A, B, C-1, C-2, C-3, D-1, D-2, D-3, and D-4 are attached hereto and incorporated by reference. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

J. Ambiguities

This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

K. Venue

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

L. Authority to Execute

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

M. Counterparts

This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

N. Electronic Signatures

Each party agrees that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards.

The Subrecipient agrees to comply with 2 CFR Part 200 and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Revenue Disclosure Requirement.

Subrecipient certifies that it has previously filed with the City a written statement listing all revenue received, or expected to be received, by Subrecipient from federal, state, city, county sources, or from other governmental agencies, and applied or expected to offset, in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects, programs, or business activities, including, but not limited to the Program. Such statement shall reflect the name and a

description of such project, program, or business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency to each such project, program, or business activity, and the full name and address of such governmental agency. For those projects, programs, and business activities in which there are sources of funds from the private sector, Subrecipient shall provide proof of such funding. City shall not pay for any services provided by Subrecipient which are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting, apply to the total Program regardless of funding sources.

3. Cost Principles.

The Subrecipient shall administer its program in conformance with OMB Circular A-122 (2 CFR Chapter II, Part 230 – Cost Principles for Non-Profit Organizations and Appendices) and 2 CFR part 200, Subpart E – Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Misuse of program funds is a Federal offense and is subject to reimbursement and immediate cancellation of this Agreement.

4. Use of Grant Funds.

Except as otherwise limited by this Agreement, Grant Funds shall be used exclusively to implement the Program and carry-out the Services. Grant Funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans or grants for non-program activities. All bank accounts for Subrecipient shall be non-interest bearing and Subrecipient agrees that it shall not use Grant Funds to pay for entertainment, meals, or gifts.

5. Budget.

Subrecipient hereby certifies and agrees that Grant Funds shall be used exclusively as described in the Proposed Budget (Exhibit B), as amended by necessity for allowable and eligible cost restrictions, as determined by HUD and Grantee. Subrecipient shall not make expenditures that deviate from the Budget without prior written approval of the City. City staff may approve Budget modifications to this Agreement for the movement of funds within the budget categories when such modifications: (i) remain in compliance with HUD and Grantee requirements; (ii) do not alter the amount of compensation subject to or under this Agreement; (iii) will not change the project, program, or activity goals or scope of services; and (iv) are in the best interests of the City and Subrecipient in performing the scope of services under this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained.

The 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:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records which demonstrate compliance with 24 CFR 570.503(b)(7) or 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- e. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- g. Financial records as required by 24 CFR 570.502 and 2 CFR part 200.
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- i. If the services of other businesses within the City of Merced are used in the implementation of this Program and reimbursement for those services is requested, business license records of such businesses shall be provided. Subrecipient may contact either the City Finance Department or Housing Division to verify current business license status.

2. Retention.

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data.

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Subrecipient shall protect client data in accordance with Section VIII.D.6.

4. Disclosure.

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service or, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs.

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Uniform Guidance.

As a non-Federal entity, Subrecipient is subject to all applicable provisions under 2 CFR Part 200 Subpart F – Audit Requirements. As such, pursuant to 2 CFR 200.501(d), an exemption from Federal audit requirements is provided to non-Federal entities when expending less than \$750,000 during their fiscal year in total Federal funding. A non-Federal entity (NFE) is defined as “a State, local government, Indian tribe, Institution of Higher Education (IHE), or non-profit organization that carries out a Federal award as a recipient or subrecipient.”

Notwithstanding the above exemption, at any time, the City reserves the right to request a certified audit be performed by an accredited certified public accountant and provided, at Subrecipient’s cost, of all Federal funds received or utilized by Subrecipient, including the distribution of CDBG Funds.

C. Reporting and Payment Procedures

1. Program Income.

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) 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 Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement 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 the Grantee.

2. Indirect Costs.

2 CFR Part 230 defines indirect costs as “those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.” Indirect costs are shared across multiple programs or cost centers. Typical examples of indirect costs for non-profits may include: depreciation or use allowances on buildings and equipment; costs of operating and maintaining facilities (rent, utilities, maintenance, etc.); general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, accounting; and

staff expenses that benefit multiple program areas. Therefore, indirect costs do not directly benefit a particular program or activity.

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan per 2 CFR Part 230, using one of the alternative methods for allocating indirect costs (Simplified Allocation Method, Multiple Allocation Base Method, Direct Allocation Method, or Special Indirect Cost Rate) for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

Where Subrecipient has a current year Cost Allocation Plan approved previously by a federal agency, Subrecipient may submit this Cost Allocation Plan to Grantee (with documentation of its acceptance by the approving agency) for use in determining acceptable reimbursement(s) for indirect costs.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Office of Management and Budget Standards

Unless otherwise specified within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel costs using funds provided under this Agreement. When requesting reimbursement for such travel costs, a mileage log showing origination and destination addresses of all trips (including multiple billable destinations in one day), current IRS standard mileage rate, total mileage, dates of travel, purpose of travel related to the Program, and name(s) of traveler(s) shall be submitted as required backup documentation.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200 and 24 CFR part 570, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the

Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance.

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development ("HCD") Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination.

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, in addition to the applicable non-discrimination provisions in Section 109 of the HCD Act.

3. Land Covenants.

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. Regarding the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504.

The Subrecipient agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794),

which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with those applicable during the term of this Agreement.

B. Affirmative Action

1. Approved Plan.

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African American, Hispanic, Pacific Islander, Asian, and/or Native American persons. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records.

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications.

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement.

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions.

The Subrecipient will include the provisions of Sections X(A)-(B), in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards.

To the extent that the following labor standards are applicable to the execution of the Program, or any work funded by the grant funds, Subrecipient agrees to comply with the following:

- a. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

- b. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
- c. Advice of Prevailing Wage: Pursuant to Section 1781 of the California Labor Code, Subrecipient is advised that the work contemplated in this Agreement may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law. The prevailing wage of each job classification may be found by inquiry with the California Department of Industrial Relations. Subrecipient shall comply with all laws related to the performance of public work including, but not limited to, the employment of apprentices pursuant to Section 1777.5 of the California Labor Code, work day/week hours and overtime rates pursuant to Sections 1813 and 1815 of the Labor Code and the obligation set forth in Sections 1774-1776 of the Labor Code in regards to payment of prevailing wages and to provide the Grantee and Department of Industrial Relations certified payrolls when required. A certified copy of all payroll records relative to this project shall be submitted to the City of Merced along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment.
- d. No Consultant/Contractor or sub-consultant/contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No Consultant/Contractor or sub-consultant/ contractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations

pursuant to Labor Code Section 1725.5. All Consultants/Contractors or sub-consultants/contractors must furnish electronic certified payroll records to the Labor Commissioner. This requirement applies to all public works projects, whether new or ongoing. Consultant/Contractor is further advised that the work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. "Section 3" Clause

a. Compliance.

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other restriction exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the City Limits of Merced in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the City Limits of Merced in which the CDBG-funded Program is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the City Limits of Merced in which the CDBG-funded Program is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Program is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications.

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts.

The Subrecipient will include this Section 3 clause in every subcontract funded in part or in whole by the grant funds under this Agreement and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability.

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals.

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring.

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content.

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process.

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Debarred Contractors.

Per Executive Order 12549, "Debarment and Suspension" (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension, or placement of ineligibility status. Subrecipient shall check all contractors against the

Federal publication that lists debarred, suspended, and ineligible contractors.

3. Hatch Act.

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest.

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying.

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence

an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any individual described in Subsection (a) above, in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright.

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities.

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and

participation must be voluntary for the beneficiaries of HUD-funded programs or services. Additionally, Subrecipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

X. ENVIRONMENTAL CONDITIONS

Subrecipient shall confirm with the Grantee regarding all project specific locations. The Grantee is considered the responsible entity for the community and is responsible for ensuring all required environmental documents are completed prior to disbursement of Federal funds into a project, including Public Services.

A. Air and Water.

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection.

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint.

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the

symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation.

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

E. Real Property.

If Grant Funds in excess of Twenty-five Thousand Dollars (\$25,000) are used by Subrecipient to acquire real property or construct or add fixtures to a public facility, Subrecipient shall comply with the National Environment Policy Act of 1969, the California Environment Quality Act, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and California Government Code § 7260, et seq.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

GRANTEE
CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(Signatures continued on next page)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 2/17/2024
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

SUBRECIPIENT:
Project Sentinel, Inc.

BY: _____
(Signature)

Carole Conn
(Typed Name)

Its: Executive Director
(Title)

Taxpayer I.D. No.: 77-0266612

Address (Physical): 1231 8th Street Ste 425
City: Modesto, CA 95354
Address (Mailing): 1490 El Camino Real
City: Santa Clara, CA 95050
Phone: 408-470-3739
Email: cconn@housing.org

EXHIBIT A

Scope of Services / Implementation Plan / Project Narrative Project Sentinel, Inc.: Tenant and Landlord Counseling - FY 2023-24

Services Proposed:

1. Provision of a tenant – landlord counseling program, including providing workshops, presentations, and referral services regarding information on tenant and landlords rights, as well as providing assistance for tenant landlord disputes through conciliation and/or mediation.
2. Services encompass all areas of residential rental concerns: e.g., lease terminations, evictions, habitability, privacy, deposits, rent increases, and applies to all types of housing including mobile homes and HOAs. Services will primarily benefit low income Merced tenants to maintain and stabilize their housing through 1) Community outreach/ education and 2) Case management.
3. Priority is given to cases with court imposed deadlines or where housing is threatened with termination.
4. Collect and report complete demographic, income, and other HUD-required statistical information on each client.

Project Narrative and Explanation of Need for this Program:

Project Sentinel has provided fair housing, tenant-landlord counseling, and dispute resolution services in Northern California for over 46 years and currently provides housing counseling and dispute resolution services with funding from 20 government offices, counties, and cities. Low to very low-income households constitute the majority of clients served by Project Sentinel. This client base, many of whom are monolingual, non-English speaking, often with a disability, constitutes the most vulnerable in our communities. Project Sentinel's goal is to ensure everyone has a fair voice in their housing rights and are being treated fairly and equitably.

Need:

Most low to moderate income families in Merced are either misinformed or not informed at all regarding their rights as tenants. They are also cost burdened, meaning they pay 30% or more of their income on rent. This program will aim to create well informed tenants and landlords to avoid conflicts and work toward realistic solutions. They will collaborate with other community service agencies to ensure residents are connected with the appropriate services,

Funds are needed for staffing costs, supplies, transportation/mileage costs, and publications or printing for outreach flyers.

Implementation Plan:

| # | Task/Activity | Description | Completion Date |
|---|---------------------------------------|--|-----------------|
| 1 | 4 Workshops/Presentations | Special focus will be given to underserved, at risk households, those in need of rental assistance to help them understand and connect with needed resources. | 6/30/2024 |
| 2 | 35 Tenant/Landlord Cases | Project Sentinel will process tenant-landlord dispute resolution cases via conciliation and/or mediation | 6/30/2024 |
| 3 | 100 Information and Referral Contacts | Project Sentinel will provide direct information and referral services to callers/contacts who contact the agency by telephone/email or at an outreach location. | 6/30/2024 |

EXHIBIT B

Amended Proposed Budget
Project Sentinel, Inc.
FY 2023-24- Tenant and Landlord Counseling

(Amended Proposed Budget - submitted 12/12/2023)

AGENCY: Project Sentinel

PROJECT NAME: Tenant and Landlord Counseling - Dispute Resolution

MISCELLANEOUS PROJECT COSTS:

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

| | |
|---|-------|
| Supplies | 500 |
| Postage | 1168 |
| Consultant Services | |
| Maintenance/Repair | 1200 |
| Publications/Printing | 800 |
| Transportation/Travel Required for Business | 600 |
| Rent (portion allocated to this program) | 1359 |
| Equipment Rental | |
| Insurance | |
| Utilities | |
| Telephone | 1000 |
| Other Expenses (Specify): | 37874 |

Direct Payroll/Salaries costs (total) = \$ 32,200
Payroll taxes/SUI/WC/Benefits = 5,474

CIP REQUESTS ONLY:

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

TOTAL PROJECT BUDGET:(direct costs) **\$ 44,301.00**

* Indirect costs budgeted by Subrecipient for Operations: \$ 7,084.00

Total Budgeted Costs: \$51,385.00

Note: Costs marked by an asterisk (*) are subject to further approval by the Grantee

EXHIBIT C-1

Invoicing

Invoice to Request Reimbursement for Activities

| | | | |
|---|--|--|--|
| <div> <div>2023 HUD Annual Plan INVOICE</div> <div> Organization Name: Mailing Address: Program Name: Program Year: </div> </div> | | <div> <div>FY 2023-24</div> <div> Date of Invoice: Invoice Number: </div> </div> | |
|---|--|--|--|

| Administrative Expenses (list here & describe in space provided below) | | Budget | Billed on previous invoices | Billed this Invoice | Remaining on Contract |
|---|-----------------|--------|-----------------------------|---------------------|-----------------------|
| 1 | Admin Expense 1 | | | | - |
| 2 | Admin Expense 2 | | | | |
| 3 | Admin Expense 3 | | | | |
| Total Administrative Expenses: | | \$ - | \$ - | \$ - | \$ - |

| Program Expenses (list here & describe in space provided below) | | Budget | Billed on previous invoices | Billed this Invoice | Remaining on Contract |
|--|------------|--------|-----------------------------|---------------------|-----------------------|
| 1 | Activity 1 | | | | \$ - |
| 2 | Activity 2 | | | | |
| 3 | Activity 3 | | | | |
| 4 | Activity 4 | | | | |
| Total Program Expenses: | | \$ - | \$ - | \$ - | \$ - |
| TOTALS FOR THIS PROGRAM: | | \$ - | \$ - | \$ - | \$ - |

Explanation of Administrative Expenses requested for reimbursement (itemize, and please list backup items attached):

Explanation of Program Expenses requested for reimbursement (itemize, and please list backup items attached):

This information is true and correct to the best of my knowledge (Signed)

Date:

Invoicing

Payroll Reimbursement Summary of Charges – Example

[illegible]

EXHIBIT C-3

Invoicing

Mileage Log (for Use in Reimbursement Requests for Public Services Activities)

Mileage Log and Expense Report for City of Merced Housing Program Grants

Organization Name

Employee Name

Vehicle Description
(make, model, license)

Authorized By

Rate Per Mile

For Period

Total Mileage

Total Reimbursement

Year and Source where mileage rate obtained

Year

Source

www.irs.gov/irs-professionals/standard-mileage-rate-log

For current mileage rate information, please see the link above. Please note that Standard Mileage Rates are issued yearly on January 1st of each year.

This mileage log meets IRS minimum mileage documentation and reporting requirements for business tax credit purposes. Please refer to IRS Publication 463 for more information.

Date

Starting Location Address

Destination Address

Description/Purpose/Notes

Odometer Start

Odometer End

Mileage

Reimbursement

Totals

0

0

\$0.00

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EXHIBIT D-1
Reporting
General Requirements

1. Progress reports are due each quarter, at a minimum. Each report should contain the information listed below, using the spreadsheet at Exhibit D-2 of this agreement (*an Excel version of this spreadsheet will be emailed to you when execution of the agreement is complete*).
2. In addition to the monthly/quarterly reporting required, the sub-recipient shall provide the Grantee with an end of year report. Reporting forms will be emailed to you by City Housing staff by approximately June 1, 2023, to complete and return.
3. Database containing service provided; number of participants; male and female breakdown; number of sessions; attendance; copies of entrance and post exams; and, absences.
4. Furnish a copy of an entrance and post tests for each attendee.
5. Copy of sign-in sheets of activity attendees, time cards of employees, etc.
6. Photographs of events, special trips, and/or training
7. Demographic information:
 - a. Household Size
 - b. Household Income
 - c. Are the household members Hispanic or Latino
 - d. Race/Ethnicity (see list below)
 - White
 - Black/African American
 - Black/African American and White
 - Asian
 - Asian and White
 - American Indian/Alaskan Native
 - American Indian/Alaskan Native and White
 - American Indian/Alaskan Native and Black/African American
 - Native Hawaiian/Other Pacific Islander
 - Other Multi-Racial
 - e. Household's Average Median Income.
 - f. Is the Head of Household a Female (yes or no).
8. Submittal of a six-month outcome report for clients served (beginning with last month of assistance), when possible.

EXHIBIT D-2

Reporting

HUD Self-Certification of Annual Income by Beneficiary Form – City of Merced
(Form may be customized, but at a minimum, must contain the below information)

U.S. Department of Housing and Urban Development
Community Planning and Development
Community Development Block Grant (CDBG)

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

INSTRUCTIONS: This is a written statement from the beneficiary documenting the definition used to determine "Annual (Gross) Income", the number of beneficiary members in the family or household (as applicable based on the activity), and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and check only the boxes that apply to each member. Adult beneficiary members must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Definition of Income

| | | |
|---|-------------------------------------|---|
| <input type="radio"/> HUD 24 CFR Part 5 | <input type="radio"/> IRS Form 1040 | <input type="radio"/> American Community Survey |
|---|-------------------------------------|---|

Beneficiary Information

| | |
|------------|---------------------------------|
| Last Name: | Beneficiary ID (if applicable): |
|------------|---------------------------------|

Member Information

| First Names: | Member IDs (if applicable): | HH | CH | DIS | 62+ | S≥18 | <18 | <15 |
|--------------|-----------------------------|----|----|-----|-----|------|-----|-----|
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |
| | 4 | | | | | | | |
| | 5 | | | | | | | |
| | 6 | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

HH = Head of Household; CH = Co-Head of Household; DIS = Person with disabilities; 62+ = Person 62 years of age or older; S≥18 = Fulltime student age 18 or over; <18 = Child under the age of 18 years; <15 = Minor under the age of 15 years

Contact Information

| | | |
|-----------------|--------|-----------|
| Address Line 1: | City: | |
| Address Line 2: | State: | Zip Code: |

Income Information – Annual income of all household members

Member 1 _____ Member 4 _____ Member 7 _____
Member 2 _____ Member 5 _____ Member 8 _____
Member 3 _____ Member 6 _____ Member 9 _____
Annual household gross income (total of all members) = \$ _____ per Month/Year (circle one)

Certification

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

COMPLETE SIGNATURES ON SECOND PAGE

**U.S. Department of Housing and Urban Development
Community Planning and Development
Community Development Block Grant (CDBG)**

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

Beneficiary ID: _____

| HEAD OF HOUSEHOLD | | |
|--------------------------|---------------------|-------------|
| Signature | Printed Name | Date |

| OTHER BENEFICIARY ADULTS* | | |
|----------------------------------|---------------------|-------------|
| Signature | Printed Name | Date |
| Signature | Printed Name | Date |
| Signature | Printed Name | Date |
| Signature | Printed Name | Date |
| Signature | Printed Name | Date |
| Signature | Printed Name | Date |
| Signature | Printed Name | Date |
| Signature | Printed Name | Date |
| Signature | Printed Name | Date |

* Attach another copy of this page if additional signature lines are required.

| |
|--|
| WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government. |
|--|

EXHIBIT D-3

Reporting

Clientele Data Collection Form

(This or similar form to be used for collection of demographic data)

| City of Merced | |
|--|-----------------------------------|
| HUD Clientele Race and Ethnicity Data Collection Form | |
| Program Name: _____ | |
| HUD collects this information to ensure nondiscrimination and equal opportunity in its funded programs. Information collected will remain private and confidential. | |
| <i>Thank you for providing your information.</i> | |
| TODAY'S DATE: _____ | |
| Client Name (or other assigned identifier): _____ | |
| Is this your first time receiving food assistance? | _____ YES _____ NO |
| I live in the City or County of Merced | _____ CITY _____ COUNTY |
| Head of household? | _____ YES _____ NO |
| I am/identify as: | _____ MALE _____ FEMALE |
| Household size - include any children: | _____ Persons in household |
| <u>Ethnicity:</u> | _____ Non-Hispanic _____ Hispanic |
| <u>Race</u> | |
| <i>I consider my race as (mark X on all that apply):</i> | |
| White/Caucasian | _____ |
| Black/African American | _____ |
| Black/African American and White | _____ |
| Asian | _____ |
| Asian and White | _____ |
| American Indian or Alaskan Native | _____ |
| American Indian, Alaskan Native, and White | _____ |
| American Indian, Alaskan Native, and Black/African American | _____ |
| Native Hawaiian/Other Pacific Islander | _____ |
| Other Multi-racial greater than 1% (please specify: _____) | |

Reporting

Data entry for activities that meet the Low/Mod Limited Clientele (LMC) National Objective

[illegible]