

**Agreement between City of Merced
AND
Alliance for Community Transformations
For
Community Development Block Grant
“Achieving Housing and Economic Stability with Survivors of Violence”
Security Deposit/Job Cost Assistance and Living Skills Training Program**

THIS AGREEMENT, entered this 1st day of July, 2020, by and between the City of Merced (herein called the “Grantee” and/or “City” and/or “City of Merced Housing Division”) and Alliance for Community Transformations (herein called the “Subrecipient”).

WHEREAS, the Grantee applied for and received 2020 and 2021 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-20-MC-06-0044 and B-21-MC-06-0044) under the Community Development Block Grant (“CDBG”) and administered by the U.S. Department of Housing and Urban Development (“HUD”) (14.218-Entitlement Grant) with a Federal Award Dates of March 10, 2021, and August 27, 2021, respectively; and,

WHEREAS, Grantee adopted a Five-Year Consolidated Plan on November 16, 2020, which identifies several populations, including extremely low- and low-income households, homeless person, seniors and frail elderly, youth, and persons with disabilities as those in most need, and identifies projects for increased public services to area nonprofit agencies, particularly those programs that provide services for the homeless, youth, and seniors and those that promote and/or create fair and affordable housing, especially targeting extremely low- and low-income households, as essential to the community; and,

WHEREAS, in response to the City’s Notices of Funding Availability published in the Merced Sun-Star and Merced County Times newspapers to solicit public service proposals for 2020 and 2021 Program Year CDBG assistance, Subrecipient submitted 2020 and 2021 proposals to administer and operate Public Service programs to benefit individuals living in the City of Merced who have been impacted by domestic violence, sexual assault, and human trafficking and who are in imminent risk of becoming homeless or returning to abusive situations, specifically to prevent homelessness by the provision of emergency shelter support, housing deposit assistance, job attainment cost assistance, weekly life skills classes,

and intensive case management to approximately 60 individual clients of the Subrecipient's Valley Crisis Center emergency shelter in Merced City; and,

WHEREAS, on November 16, 2020, the City approved an allocation of \$10,800 of its 2020 Community Development Block Grant funding ("CDBG"), through the program year 2020-2021 Annual Action Plan, to provide funding assistance for eligible costs associated with the Subrecipient's proposed "Increasing Housing and Financial Stability Project" program, which aims to assist individuals living at the Valley Crisis Center with 1) one-time costs of job training class registration fees, required materials, and other eligible expenses associated with job attainment, and, 2) the cost of first- and last-month rental deposits required for permanent housing placement outside the shelter; and,

WHEREAS, on July 6, 2021, the City approved an allocation of \$33,480 of its 2021 CDBG funding, through the program year 2021-2022 Annual Action Plan, to provide funding assistance for eligible costs associated with the Subrecipient's proposed "Achieving Economic Stability with Survivors of Violence" program, which aims to assist individuals living at the Valley Crisis Center with 1) costs of providing weekly life skills classes on topics such as budgeting, nutrition, and household maintenance, and 2) costs of case management for these individuals, and 3) the cost of first- and last-month rental deposits required for permanent housing placement outside the shelter; and,

WHEREAS, due to the similarities between its 2020 and 2021 program planned activities, as well as to delays in overall approval of 2020 funding associated with the ongoing 2020 Coronavirus Pandemic and the sustained program implementation backlog as a result, this Agreement serves to combine the two approved programs and associated funding awards totaling \$44,280 into concurrent implementation over the next year, to be carried out under this Agreement during the remainder of the 2021-2022 Program Year and into the 2022-2023 Program Year (from here forth called the "Program" or "combined Program"); and,

WHEREAS, Subrecipient maintains their organization has the capacity to implement the combined Program in such a timeframe, and that there remains such need in the community for all combined activities and funding proposed under the Program; and,

WHEREAS, use of CDBG Funds for activities that aim to increase self-sufficiency, including literacy, independent living skills, resume writing, and job attainment skills, as well as programs that provide assistance to victims of domestic violence, dating violence, sexual assault, or stalking and housing placement assistance for those that are immediate risk of homelessness 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, Grantee has determined, and Subrecipient certifies, that the provision and operation of the proposed Program pursuant to this Agreement furthers the needs of the City as well as the policy and intent of the Goals and Objectives identified in the City's 2020-2024 Consolidated Plan and the 2020 and 2021 Annual Action Plans; and,

WHEREAS, programs that provide or support 1) costs associated with the operation of programs for the homeless, such as staff costs, utilities, maintenance, and insurance; 2) services for victims of domestic violence, dating violence, sexual assault, or stalking; 3) employment, literacy, job coaching, resume writing, and living skills training, generally for the purpose of enabling self-sufficiency, and 4) one-time security deposit assistance, are eligible Public Service programs for the use of City of Merced CDBG funds, pursuant to 24 CFR 570.201(e). 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, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, homebuyer downpayment assistance, or recreational needs., and,

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

WHEREAS, Subrecipient shall comply with all applicable HUD and CDBG 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) and is a classified as a Public Charity under Section 170(b)(1)(A)(vi) of the Internal Revenue Code, and will deliver services from Subrecipient's business office address of 1960 P Street, Merced, California 95340, and EIN: 77-0272319, and DUNS No. 942067797; and,

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of the Grantee and Subrecipient in accomplishing the objectives of the HUD CDBG

program, as set forth in the Housing and Community Development Act of 1974. The CDBG program and funds related thereto are referred to from time to time as the “CDBG Program” or “CDBG Funds”; 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. General Statement: The Subrecipient will be responsible for administering and providing the Program during the 2021 and a portion of the 2022 Program Years, serving approximately 60-70 individual beneficiaries with one or a combination of eligible activities, in a manner satisfactory to the City and consistent with any standards and/or alternate standards required by HUD as a condition of providing these funds. The program will be operated for and focused to individuals residing in the Valley Crisis Center shelter, located within the City limits of Merced, and will deliver services as described in the Subrecipient’s proposal and in this Agreement, subject to requirements within.

Such program implementation will include the activities eligible for reimbursement under the CDBG program described in this Section. In addition, in compliance with the CDBG National and Primary Objectives, Basic Eligible Activities, and all other policies contained in 24 CFR Part 570, Subrecipient will ensure that CDBG funding provided shall be expended to benefit the maximum number of LMI persons possible in carrying out the National Objective described in Section I.B. below.

1. Program Design. The Program carried out by the Subrecipient shall be designed and prioritized around solving the following problems:

- a. Problem #1: Housing costs – financial barriers exist for individuals impacted by domestic violence, sexual assault, and human trafficking who are residing in the Valley Crisis Center (VCC) emergency shelter, such as lack of resources for first and last month’s rental deposits necessary to secure permanent rental housing. The Subrecipient does

not have access to funds that can remove these one-time deposit cost barriers for the individuals. Without assistance, it is likely that shelter residents return to their previous violent environment or become homeless.

- b. **Problem #2:** Employment training and attainment costs – similar to housing financial barriers, cost barriers also exist for shelter residents when trying to gain employment that will help them remain free of their previous violent or abusive situations. Many have little or no financial resources of their own to pay for training or certification classes, screenings, background checks, identification cards, and other one-time upfront costs associated with obtaining employment. Like with housing costs, the Subrecipient does not have access to the additional funding that would help with these costs. Through this program, clients will receive assistance for these costs, as well as case management, with connections to employment, workforce training resources, and financial aid.
 - c. **Problem #3:** Personal finance and independent living skills – most clients have often relied on an abusive and controlling partner for various aspects of managing and maintaining a household. When they leave a violent and abusive situation, they do not know how they will provide for themselves or their family and do not know how to manage their own finances, homes, and household. As such, there is a risk that they will leave the emergency shelter and enter an unstable housing situation or become homeless. Through this program, clients will receive all the tools and resources needed to be successful in their new lives and responsibilities, including how to budget for all their monthly expenses, how to be a good tenant, nutrition, and household maintenance.
2. **Program Delivery.** CDBG grant funds totaling \$44,280, referenced above and further herein, shall be directed toward the below-listed deliverables. Each activity shall be considered a separate, stand-alone component of this program. Subrecipient must utilize the funds in accordance with the applicable CDBG funding regulations, requirements, eligible costs, and general activity delivery for the Program. Public Service activities are subject to the requirements found in 24 CFR 570.201(e) and 42 U.S.C. 5305(8). The Grantee reserves the right to request detailed accounting and auditing records to ensure compliance with all applicable HUD Rules.

- Activity #1: Rental Deposit Assistance for Shelter Residents: Permanent housing will be secured and paid for through the provision of financial assistance for first and last month's rent or other one-time housing costs for approximately fifteen (15) or more clients residing at the VCC.

Eligible reimbursements include: first and last month's rent deposits and other normal and necessary costs of rental housing applications, such as mail key deposits or rental/lease application fees or credit checks. Rental deposit assistance is not income and, therefore, shall not be disbursed directly to the participant. As such, the Subrecipient shall directly pay, with traceable payment methods, the housing provider, property management, or owner the specified deposit assistance on behalf of the participant, per 24 CFR 570.207(b)(4) regarding income payments.

Direct staffing costs related to provision of rental deposit assistance is also a reimbursable expense. When submitting invoices, Subrecipient shall indicate the number of hours spent on this activity per employee, per payroll period (submit timecards, check stubs, pay period summary).

As CDBG assistance is limited to serving City residents, all rental deposits submitted for reimbursement must be for addresses within the Merced City limits. A receipt shall be obtained from the housing provider that documents the date, amount of deposit, check number, name of person assisted, housing unit address with apartment number, and the name of the housing provider/property management/owner that received the payment. The Subrecipient shall provide a copy of the cancelled check (or online transaction, if appropriate) when seeking reimbursement. The Subrecipient shall retain for recordkeeping a copy of each client's lease/rental agreement that stipulates the amount of the required deposit, and shall provide such at the request of City or HUD representative in the event of monitoring, auditing, or other such event.

- Activity #2: Financial Stability - Employment Attainment Cost Assistance for Shelter Residents: Employment will be secured through the provision of financial assistance for one-time costs associated with gaining employment to approximately five (5) or more clients residing at the VCC emergency shelter.

Eligible reimbursements include: one-time costs of job readiness classes (including, but not limited to: customer service, computer skills, food handling, and job-related certification classes) and one-time costs for any identification cards, permits, or industry-related licenses needed as prerequisites for employment that the participants do not have the ability to pay for themselves (including renewals or re-certifications needed for initial employment). Direct staffing costs related to provision of job cost assistance and transportation costs (mileage only) incurred by the Subrecipient in transporting shelter residents (if they do not have transportation of their own) to classes, certification test appointments, interviews, etc. are reimbursable expenses for this activity. When submitting invoices, Subrecipient shall indicate the number of hours spent on this activity per employee, per payroll period (submit timecards, check stubs, pay period summary).

As residents of the shelter will, at the time of service, be residents of the City of Merced, these activity costs are reimbursable at 100% of the original cost, even if classes are held outside the City limits (if there are no local classes available). Proper, clear, and thorough documentation, including billing statements from class providers, must be provided with reimbursement requests for costs to be reimbursed, and accuracy of all calculations shall be ensured before submittal of invoices.

Grant assistance is not income and, therefore, shall not be disbursed directly to the participant. Payment receipts of tuition and other costs shall be provided by the Subrecipient showing that fees were paid on behalf of the participant to the provider, with traceable payment methods, along with an explanation as to how the cost assistance benefitted or will benefit the participant with financial stability as justification.

- Activity #3: *Personal and Life Skills Training for Shelter Residents*: Provide personal finance and life skills classes to shelter residents to help them find success in maintaining their own households, finances, and housing as they leave their violent situations and the safety of the shelter. Approximately forty (40) or more weekly classes will be held over the duration of the Program's term of performance. Approximately thirty (30) or more shelter clients are anticipated to participate in this activity.

Eligible reimbursements include, but are not limited to: costs of providing in-shelter classes, including use of outside educators/consultants, direct staffing costs related to provision of classes, peer support and other counseling expenses, cost of activity-related materials, reference books (including participant workbook materials), software, and office supplies, and any transportation costs incurred for any specific activity-related field trips/excursions for participating residents (example: vegetable gardening classes at a local nursery to help offset their future monthly grocery costs, etc.). When submitting invoices, Subrecipient shall indicate the number of hours spent on this activity per employee, per payroll period (submit timecards, check stubs, pay period summary).

As residents of the shelter will, at the time of service, be residents of the City of Merced, these activity costs are reimbursable at 100% of the original cost. Proper, clear, and thorough documentation must be provided with reimbursement requests for costs to be reimbursed, and accuracy of all calculations shall be ensured before submittal of invoices. Grant assistance is not income and shall not be disbursed directly to the participant.

Activity #4: Program Administration: Eligible reimbursements include: costs of required general liability and other insurance for the Program; supplies purchased in support of the clients and the Program, administrative support for legal, accounting, human resources, or audit services; For allowable direct administrative funds utilized up to the 10% maximum, proper backup documentation for all requested reimbursements shall be provided, including an explanation of how the cost directly relates to Activities #1 through #3 above and all related rates and allocation calculations. Accuracy of all calculations shall be ensured before submittal of all invoices. When submitting invoices, Subrecipient shall indicate the number of hours spent on this activity per employee, per payroll period (submit timecards, check stubs, pay period summary).

- Activity #5: Subrecipient shall collect and submit required client demographic data and reports, which includes ethnicity, race, head of household, and other pertinent information, which HUD requires for the use and expenditure of CDBG funds. Subrecipient shall use the form at Exhibit C-3, or their own equivalent form that reports the same required data. This reporting shall be performed and submitted with each invoice submittal.

Before submitting any requests for reimbursement, the Subrecipient shall assure that all costs are reasonable, responsible, and necessary to the success and sustainability of the Program and the individual participant and represent no conflict of interest.

Grant assistance shall only be disbursed to the business account of the Subrecipient. The Subrecipient shall pay all reimbursable expenses with traceable methods (not paid with cash) and shall provide evidence of such payment as backup documentation when submitting reimbursement requests to the Grantee. Grantee may refuse reimbursement or demand repayment from the Subrecipient if it is determined that a cost is ineligible per HUD Rules and Regulations, or if assistance provided was later found to be duplicative. Recaptured funds shall either be re-used for the program towards other eligible costs that assist the shelter residents within the intents of the program or returned to the Grantee, with thorough and auditable accounting records provided to the Grantee. Proper and thorough backup documentation for all requested reimbursements and transactions shall be provided.

3. Services Provided. Services to be provided with this Agreement by the Subrecipient shall include the following:
 - a. *Assistance in securing permanent housing independence* –Following evaluation of each client’s needs, the Subrecipient and its existing collaborative relationships with community service providers such as, but not limited to, Merced County Human Services Agency, Central Valley Coalition for Affordable Housing, and New Direction, will help locate, arrange, and secure permanent housing for residents. For any associated deposit or other costs described in Activity #1 that the client is unable to pay for themselves or from other sources, housing cost assistance (deposits and other necessary move-in costs) will be provided on behalf of those VCC residents.
 - b. *Assistance with obtaining employment* – Following evaluation of each client’s needs, the Subrecipient and its existing collaborative relationships with employment training and workforce support agencies such as, but not limited to, Central Valley Opportunity Center of Merced County and Worknet Merced County, will assist the client in finding and enrolling in classes necessary to establish and/or improve their job skills and chances of securing permanent employment. For any associated cost described in Activity #2 that the

client is unable to pay for themselves or from other sources, job attainment cost assistance will be provided on behalf of those VCC residents.

- c. *Assistance in sustaining financial and housing independence* – Following evaluation of each client's needs, arrange for the provision of in-house, off-site, and/or online training curriculums and classes that will teach shelter residents personal financial, life, and household management skills, including but not limited to bill-paying and budgeting and saving, critical thinking, nutrition, adult/family mental and physical fitness and health care (as appropriate), investing, meal planning and grocery shopping, time management, internet research, financial literacy, reading comprehension, goal setting, resume writing, and family communication skills. The Subrecipient will use new and existing collaborative relationships with community service providers to connect participants classes and resources, and associated costs will be paid on the client's behalf by the Subrecipient.
- d. *Individual case management for all of the above* – Subrecipient will provide each participating shelter client with case management for any of the services above. It is understood that some residents may participate in more than one activity; therefore, case management services may be spread over multiple activities.

B. National Objectives and Clientele Served. All activities funded with CDBG funds must meet one of the three following primary CDBG National Objectives as further defined in 24 CFR 570.208: *(a) activities benefiting low- and moderate-income (LMI) persons; b) activities which aid in the prevention or elimination of slums or blight; or, c) activities designed to meet community development needs having a particular urgency.*

The Subrecipient certifies that the Program activities that will be carried out under this Agreement will meet the primary National Objective "(a)" benefitting LMI persons, particularly the specific National Objective category described in Section III – Program Description, below. Reporting of the Performance Indicator noted shall be submitted with each invoice submitted to the City.

In meeting the National Objective for CDBG-assisted activities benefitting LMI persons, HUD requires that at least 51 percent (51%) of clients served must be of low- to moderate-income, and must meet one of the qualifications tests under 24 CFR 570.208(a)(2)(i). As such, test (A) qualifies individual clientele who are generally presumed to be principally low- and moderate-income persons by

limiting service exclusively to any one or a combination of the following population categories, where HUD has determined that at least 51% are presumed to be low- and moderate income: abused children, *battered spouses*, elderly persons, severely disabled adults, *homeless persons*, illiterate adults, persons living with AIDS, and migrant farm workers.

The Valley Crisis Center program's shelter services are centered around assisting those experiencing domestic violence, as well as sexual assault, and human trafficking. In 24 CFR 576.2 (Definitions), HUD's definition of "homeless" includes the following, excerpted for relevance:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
 - (ii) An individual or family living in a supervised...shelter designated to provide temporary living arrangements...
- (4) Any individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks, e.g. family, friends, faith-based or other social networks, to obtain other permanent housing.

Based on the above excerpted definition and rationale, the population category that will be used to qualify this program under the "Presumed Benefit" LMC National Objective is homeless persons and or families, and as such, all shelter residents, including victims of human trafficking, sexual assault, stalking, dating violence, and child abuse, are eligible to receive the assistance that will be provided under this program without needing to provide proof of income documentation.

Through services provided with CDBG funding, and as a condition of receiving reimbursement for such assistance, pursuant to 24 CFR 576.500(b) (Homeless Status), the Subrecipient will maintain and follow written intake procedures to ensure compliance with the above homeless definition. Acceptable evidence for those individuals and families qualifying under (1)(ii) or (4) above include:

- An oral statement by the individual or head of household seeking assistance or a certification by the intake worker [at Valley Crisis

Center] that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other housing. Otherwise, the oral statement must be documented by a certification by the individual or head of household that the oral statement is true and complete, and, where the safety of the individual or family would not be jeopardized, the domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition must be verified by a written observation by the intake worker or a written referral by a housing or service provider, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or any other organization from whom the individual or head of household has sought assistance for domestic violence, dating violence, sexual assault, or stalking. The written referral or observation need only include the minimum amount of information necessary to document that the individual or family is fleeing, or attempting to flee domestic violence, dating violence, sexual assault, and stalking.

- C. Levels of Accomplishment – Performance Measures. The purpose of measuring the proposed activities is to gather information that determines how well programs and activities are meeting established needs and goals. Defining program objectives should closely mirror the statutory objective of each program, broadly framed to capture the community impacts that occur as a result of a program's activities. Further defining each program into expected outcomes helps further refine the objective and is designed to capture the nature of the change or the expected result of the objective the program seeks to achieve.

For this program, HUD's Outcome Performance Measurement System will measure the following objectives, outcomes, and indicators:

1. Performance Objective: Creating Suitable Living Environments - this objective applies to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by LMI persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.

For this program, the objective is to provide residents of the Subrecipient's emergency shelter with rental deposit assistance that will allow them to secure stable housing for themselves and their families as they flee their prior

situations. Additionally, job training and job attainment cost assistance will assist residents in obtaining employment that will provide the income and financial management skills that will enable them to move forward, not back. Further, life skills and personal finance training will enable success in the household, to ensure sustained independence. The ultimate goal is to provide the means and skills that will enable victims to permanently remove themselves from their former abusive and violent situations.

2. Performance Outcome: Availability/Accessibility - this outcome applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to LMI people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.

For this Program, the primary expected outcome is to improve the accessibility to housing and stable employment for those shelter residents to do not otherwise have the financial means for rental housing deposits or the costs of job training and/or employment-related costs such as trade license or skills certification applications or renewals that may be prerequisites for employment. In this regard, the ultimate successful outcome will be to make a basic, safe, non-violent life accessible and attainable for all beneficiaries.

3. Performance Indicators. HUD requires reporting of data elements relevant to most HUD-assisted activities that indicate the ability of the Program to carry out the primary objectives of CDBG programs. As such, the Subrecipient shall report the following data in quarterly and end-of-the-year reports, using the templates shown in the attached Exhibits, as applicable:

- Amount of other funds leveraged for this activity, including other Federal, state, local, or private sources, if any.
- The number of persons assisted for 1) each activity and, 2) multiple activities.
- List household size of persons assisted by number of persons in household, including children, and indicate if head of household is female.
- Race, ethnicity, and disability data elements for each individual directly assisted with and benefitting from this Program.
- Database or other documentation providing date, subject, and attendance records for job and/or life skills classes and/or fee costs paid on behalf of the client to provider; provider of classes/training and

location of training; dates of training/classes; confidential identification of residents attending each session/class male and female breakdown; and other attendance data as relevant.

- Successes/shortcomings assessment at year-end
- 6-month outcome (beginning with last month of assistance), when possible.

4. Expected Levels of Accomplishment. Subrecipient is expected to meet at least two of the following anticipated outcomes:

- *Housing Benefit through making permanent housing accessible:* Permanent housing will be secured through the provision of financial assistance for first and last month's rent and/or other one-time housing costs for a minimum of 15 clients residing at the emergency shelter. The outcome will be tracked and verified via the Subrecipient's shelter exit form regarding permanent housing. A check box will also be added to verify that the assistance was provided with CDBG funds.
- *Homeless Prevention through attainment of stable income:* Employment will be secured through the provision of financial assistance for one-time costs associated with gaining employment to a minimum of 5 clients residing at the emergency shelter. The outcome will be tracked and verified by via the Subrecipient's shelter exit form regarding securing employment. A check box will also be added to verify that the assistance was provided with CDBG funds.
- *Homeless Prevention through development of life and personal financial skills:* Shelter residents will learn life, personal finance, and other household management skills through weekly classes provided by the Subrecipient. Approximately 40 of these weekly classes will be held over the performance of this agreement, and a minimum of 30 shelter residents are anticipated to benefit by attending the classes over multiple weekly sessions. The information learned will assist the participants in being able to avoid homelessness or returning to their previous violent or abusive situations.
- *Case Management:* Shelter residents will receive individual case management during their time at the shelter and while participating in this program. A minimum of 50 shelter residents are expected to receive help and resources in finding housing and employment and in

learning the skills necessary to ensure success with managing their own households and finances outside the shelter.

The Subrecipient shall set attainable goals showing the number of participants to be served and the expected success rate. A final report showing the initial goals created by subrecipient upon application for funding in comparison with the final outcomes as of March 31, 2023, shall be submitted before April 15, 2023, and shall include the number of housing units secured, job cost assistance challenges and successes and the number of individuals assisted, and a list of life skills topics and dates of classes provided and the number of individuals attended. Requests for reasonable extension of this time shall be requested in writing to the Housing Division, to be approved by the Housing Program Supervisor.

- D. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals, performances standards, and expenditure deadlines as stated elsewhere in this agreement. 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.
- E. Staffing. Subrecipient shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Subrecipient recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed below shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship, resignation, or conflict of interest, in which case substitutes shall be subject to the City's approval.

The Subrecipient will dedicate the following staffing to the Program:

Program Oversight (Main):	Genesis Gutierrez, Program Director Email: genesis@alliance4you.org Telephone (main): 209-725-7900 Telephone (cell): 209-742-4357
Program Oversight (Alternate):	Denise Conway, Deputy Director Email: denise@alliance4you.org Telephone (cell): 209-742-6456
Operations/Management:	Brenda Martinez, Office Coordinator Email: brenda@alliance4you.org

Financial Oversight:

Telephone (main): 209-725-7900
Telephone (alternate): 209-722-4357
Alison Tudor, Executive Director
Email: alison@alliance4you.org
Telephone (main): 209-742-6456

II. TERM OF PERFORMANCE

Services of the Subrecipient shall be considered to have started on July 1, 2020 (start of 2020 Program Year), and eligible expenses will be reimbursable as of that date forward through the agreed-upon expected completion date of the services of this agreement by March 31, 2023. However, as this is prior-year funding (2020 and 2021) delayed into the 2022-23 program year as a result of the Coronavirus Pandemic, Subrecipient is encouraged to complete all services earlier than this date.

The term of this Agreement and the provisions herein are extended to cover any additional time period after March 31, 2023 (or completion of services, whichever is earlier), during which time the Subrecipient remains in control of CDBG funds for purposes of invoicing eligible costs accrued during the term of performance and for reporting of final outcomes and accomplishments required to close out the grant. All invoices and backup documentation required for reimbursement of eligible expenses shall be submitted to Housing Division staff no later than April 15, 2023. Requests for reasonable extension of this time shall be requested in writing to the Housing Division, to be approved by the Housing Program Supervisor.

III. PROGRAM DESCRIPTION

Type of Program: Public Service

HUD-CDBG Eligible Activity: Other Public Services Not Listed in 03T and 05A-05Y (multiple services: rental housing security deposits, life skills training, and one-time job attainment costs)

HUD Matrix Code: 05Z

Basic Eligibility Citation: 24 CFR 570.201(e)

Service Area: Low- to Moderate Income residents of the Valley Crisis Center Emergency Shelter during the 2020 Program Year

National Objective: Low/Mod Limited Clientele Benefit (LMC) - 24 CFR 570.208(a)(2)(i)(A) – “Presumed Benefit” – Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any combination of the following categories, 51% percent of whom are assumed low- and moderate-income: abused children, *battered spouses*, elderly persons, severely disabled adults, *homeless persons*, illiterate adults, persons living with AIDS, and migrant farm workers.

CPD Performance Measurement System: *Objective*: Creating Suitable Living Environments; *Outcome*: Availability/Accessibility; *Indicators*: 1) number of persons assisted, 2) race, ethnicity, and disability data; 3) Housing Benefit: number of persons provide security deposit assistance; 4) Homeless Prevention through attainment of stable income: number of persons assisted and who successfully gained employment through job attainment cost assistance; 5) Homeless Prevention through development of life and personal financial skills: number of persons assisted with life skills/financial skills/personal development classes; and, 6) Amount of money leveraged from other Federal, state, local, and private sources, per activity.

IV. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Activity #'s 1 through 3 – Direct Program Costs	\$ 39,852
*Activity #4– Activity Delivery Costs/Admin (10% grant max)	\$ 4,428
TOTAL	\$ 44,280

Reimbursable administrative expenses directly related to the Program shall be limited to 10 percent (10%) of the total grant. **At grant closeout (final invoice), any remaining administrative budget line funds not needed for administrative purposes (Activity #4) shall be used towards Activities 1 through 3, if there are any such remaining eligible expenses to be reimbursed.*

Indirect costs are generally not allowed with this program, so as to provide maximum services directly to the targeted clientele and strengthen the impact of this program. Any indirect costs the Subrecipient wishes to charge must be consistent with the conditions of Paragraph VIII(C)(2) of this Agreement and with HUD's requirements for documenting indirect cost calculations. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

CDBG grant year funds utilized for this Program:

• 2020 Program Year (Grant #B-20-MC-06-0044)	\$10,800
• 2021 Program Year (Grant #B-21-MC-06-0044)	<u>33,480</u>
Total:	\$44,280

Exhibits A-1 and A-2 list the proposed budget breakdowns per grant year, taken from the Subrecipient's applications for funding prior to award. Recognizing that actual costs can change over time for various uncontrollable reasons, if minor adjustments are required to the proposed budgets as the Program is implemented,

Subrecipient shall submit change requests to the Housing Program Supervisor for approval in writing (email) prior to invoice submittal.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$44,280. Drawdowns for the payment of eligible expenses shall be made against the line item budgets, grants, and activities specified in Section IV above and in accordance with performance. Each draw-down request shall be accompanied with an invoice itemizing all program expenses, previously drawn program grant funds, thorough backup documentation for each expense (including weekly/biweekly timesheets documenting direct program hours worked to each activity), supporting expenses and calculations, and amount of program funds being requested. The Subrecipient will ensure that all calculations and expenses are correct, allowable, and directly related to this Program before submitting for reimbursements. No amount of reimbursement will be granted for paid time off for any employees of the Subrecipient, including sick hours; accordingly, all amounts and invoices will be related to the Subrecipient's time put into the Program.

The Subrecipient shall meet with City of Merced Housing Division and Finance Department staff prior to commencement of this program, and whenever deemed necessary thereafter, to review, clarify, and discuss: 1) requirements for reimbursement of invoices; 2) qualifying expenses; and, 3) allowable direct administration expenses per 2 CFR part 200.

The Subrecipient shall submit all applicable and final invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff no later than April 15, 2023. The final invoice shall be marked "final" and all invoices shall be submitted with "wet" signature original invoice on single-sided paper.

VI. NOTICES

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

Alison Tudor
Executive Director
Alliance for Community Transformations
PO Box 2075
Mariposa, CA 95338
(209) 742-6456
alison@alliance4you.org

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 recipient's ("Grantee's" herein) 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 52.

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" 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.

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.

Subrecipient shall determine the method, details, and means by which it provides Services, so long as they are consistent with all applicable HUD requirements. Subrecipient shall be responsible to the City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to the City's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. If in the performance of this Agreement, any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirements of law, shall be determined by Subrecipient.

- 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 to protect contract assets 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 24 CFR 84.31 and 84.48, Bonding and Insurance.

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 rating and required 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 Subrecipient's insurance policies for work done by and on behalf of the named insured for the City of Merced.

Any insurance policy or coverage provided by Subrecipient or 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. To protect data over the required records retention periods discussed elsewhere in this agreement, Subrecipient shall maintain cyber liability insurance or such other coverage, sufficiently broad to respond to the duties and obligations as is undertaken by Subrecipient under this Agreement, including, but not limited to, claims involving 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. 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. As the Program Year has elapsed as of the delayed execution of this agreement and most insurance providers will not back-date policies, cyber liability insurance shall start immediately, so as to provide such insurance henceforth through the required retention period.

- 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: the 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 insure recognition of the role of the Grantee in providing services through 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 herein in all advertisements, notifications, publications, signs, brochures, and other promotional or information material made possible with funds made available 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.

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 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. 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, or county sources, and 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 project, program, or business activity regardless of funding sources.
2. Accounting Standards. The Subrecipient agrees to comply with 2 CFR Part 200 and 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

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, alcohol, or gifts.
5. Budget. Subrecipient hereby certifies and agrees that Grant Funds shall be used exclusively as described in the Proposed Budget, attached hereto as Exhibit "A1" and "A2" and incorporated herein by reference. 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, including the amount of CDBG funds budgeted, obligated, and expended for the activities, and the provision in 24 CFR 570 Subpart C under which it is eligible;
 - b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program;

- c. Records that demonstrate the Subrecipient has made the income determinations required as a condition of eligibility of certain activities, as specifically required in 24 CFR 570.506(b)(3)(ii) and (iii);
 - d. Records which demonstrate compliance with 24 CFR 570.503(b)(7) and 570.505 regarding use of real property acquired or improved in whole or in part with CDBG funds in excess of \$25,000;
 - 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, 2 CFR part 200, and 24 CFR 84.21–28.
 - h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
 - i. Documentation of all Grant Funds received from the City or other funds to operate the project, program, or business activity herein by Subrecipient.
 - j. 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, City of Merced business license records of such businesses shall be provided. Subrecipient may contact either the Finance Department or Housing Division to verify current business license status.
 - k. Any other related records as City shall require.
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.

4. Disclosure. The Subrecipient understands that client information collected under this contract 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 contract, is prohibited unless written consent is obtained from such person receiving service and, 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), requirements for retention of assets, 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 and/or assets, including program income.
6. Audits & Inspections
 - a. Records. Subrecipient's records shall be open to inspection and audit by the authorized representatives of the City, HUD, and the Comptroller General during regular working hours. Said records shall be retained for such time as may be required by the regulations of the Housing and Community Development Act, but in no case for less than five (5) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which the City or any other governmental agency takes exception, shall be retained beyond the five (5) years until resolution or disposition of such appeals, litigation claims, or exceptions.
 - b. External Audits. If required by the U.S. Department of Housing and Urban Development, Subrecipient shall obtain an external audit in accordance with the single audit regulations (24 CFR Part 44.6). The audit report shall be submitted to the City within 180 days after the termination of this Agreement. Subrecipients which receive less than \$750,000 in total federal financial assistance annually shall be monitored through site visits, limited scope audits, or other means in accordance with 31 U.S.C. 7502(f)(2)(B). The cost of any independent audits or attestation engagements, other than limited scope audits shall not be charged to the Federal awards in accordance with OMB Circular A- 133 Compliance Supplement (for governmental entities and non-profit subrecipients) and

31 U.S.C. 7505(b)(1)(A)(ii). Subrecipients which receive \$750,000 or more in total federal financial assistance in a year are required to obtain an independent audit in accordance with OMB Circular A-133 Compliance Supplement (for governmental entities and non-profit subrecipients) and 31 U.S.C. 7502(a)(1)(A).

- c. Organization agrees to provide City at Organization's cost, a certified audit performance by an accredited certified public account, of all funds received or utilized by Organization, including the distribution of CDBG and/or HOME Funds for fiscal years 2020/2021, 2021/2022, and 2022/2023, to be delivered to City by June 1, 2024

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 contract period for activities permitted under this contract 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 contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.
2. Indirect Costs. HUD defines indirect costs as those "serving common or joint objectives of the organization as a whole," and shared across multiple programs or cost centers, such as: rent, utilities, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; or, purchases, transportation, 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 HUD Guidelines, using one of three alternative methods for allocating direct costs (Simplified Allocation Method, Direct Allocation Method, or 'De Minimis' 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.
3. Payment Procedures. The Grantee will pay to the Subrecipient the 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 contract 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 specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 "Procurement Standards."
3. Travel. The Subrecipient shall obtain written approval from the Grantee for any travel costs, per Section 2 CFR 200.474 "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 mileage rate, total mileage, dates of travel, 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, 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504 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.

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 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. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974, prohibiting discrimination on the basis of race, color, national origin, disability, age, religion, or gender, are still applicable.
3. Land Covenants. This contract 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.

In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, 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 compliance with 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 that portion of the regulations in force 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, 1965, as amended. 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 (to include microenterprises), minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, 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 Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. 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 Paragraphs X.A - Civil Rights, and X.B. - Affirmative Action, 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.
 - 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 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 \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, 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 Labor Code, Consultant/Contractor is advised that the work contemplated in this contract 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. Consultant/Contractor 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 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 City of Merced 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 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract 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 disability 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 project 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 project 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 project 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 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 135 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 contract 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 contract 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 contract 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 contract 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 24 CFR 84.42 (Codes of Conduct) and 24 CFR 570.611 (Conflict of Interest), 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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - 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 contract 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.
8. Protections for Consumer Data Privacy. Subrecipient shall implement and maintain reasonable security procedures and practices compliant with C.R.S. 6- 1- 713 .5(2)(a-b) and C.R. S. 24-73-1 02(2)(a-b) with respect to any personal identifying information, as defined C.R.S. 6--713(2)(6) and C.R.S. 24-73-101 (4)(b), disclosed to the Subrecipient in the course of performing this Agreement. Subrecipient shall notify the City within twenty-four (24) hours of the Subrecipient's determination that a security breach has occurred, as defined in C.R. S. 6-1 -716(1)(c) and C.R.S. 24-73- 103(1)(b), with regard to any personal information, as defined in C.R.S. 6- 1- 716(I)(g) and C.R.S. 24-73-1 03(1)(g), disclosed to the Subrecipient in the course of performing the Agreement and shall conduct such investigation and provide such notice as required by law in the event of such breach.

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 114 and 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. 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 between the Grantee and the Subrecipient with respect to this Agreement.

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: Stephanie Klutz
City Manager

ATTEST:
Stephanie R. Dietz, CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: [Signature] 3/9/22
City Attorney Date

301917

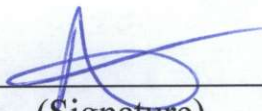
PO # 144851

ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer V-17028

Funds available. WJ 4/14/22
08-1301-552-29-00 FL 4/21/22
\$44,280.00
4/18/22 ML# 14337 DL

SUBRECIPIENT:
Alliance for Community Transformations

BY: 
(Signature)

Alison Tudor
(Typed or Printed Name)

Its: Executive Officer
(Title)

Taxpayer I.D. No.: 77-0272319

Address: 1960 P Street
City: Merced, CA 95340
Mailing: P.O. Box 2075
Mariposa, CA 95338-2075
Phone: 209-742-6456
Email: alison@alliance4you.org

EXHIBIT A1

Proposed Project Budget for FY 2020-21 CDBG funds
Alliance for Community Transformations

AGENCY: Alliance for Community Transformations - Valley Crisis Center Program

PROJECT NAME: Increasing Housing and Financial Stability Project

MISCELLANEOUS PROJECT COSTS:

Administrative Costs	<u>300.00</u>
Supplies	<u>200.00</u>
Postage	<u> </u>
Consultant Services	<u> </u>
Maintenance/Repair	<u> </u>
Publications/Printing	<u> </u>
Transportation/Travel Required for Business	<u> </u>
Rent (portion allocated to this program)	<u> </u>
Equipment Rental	<u> </u>
Insurance	<u>300.00</u>
Utilities	<u> </u>
Telephone	<u> </u>
Other Expenses (Specify):	<u>12000.00</u>

\$10,000 Rental Assistance (First and Last Months Rent) & Financial stability and budgeting skills/tools/resources
\$2,000 Shelter Case Manager time - from other funding source

CIP REQUESTS ONLY:

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

TOTAL CDBG PROJECT BUDGET:

\$ 12,800.00

EXHIBIT A2

Proposed Project Budget for FY 2021-22 CDBG funds
Alliance for Community Transformations

AGENCY: Alliance for Community Transformations- Valley Crisis Center

PROJECT NAME: Achieving Economic Stability with Survivors of Violence

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	<u>\$ 3,348.00</u>
Supplies	<u>2,340.00</u>
Postage	<u></u>
Consultant Services	<u></u>
Maintenance/Repair	<u></u>
Publications/Printing	<u></u>
Transportation/Travel Required for Business	<u>1,051.00</u>
Rent (portion allocated to this program)	<u>15,000.00</u>
Equipment Rental	<u></u>
Insurance	<u>250.00</u>
Utilities	<u></u>
Telephone	<u></u>
Other Expenses (Specify):	<u>11,491.00</u>
Staff time to work on this project: \$11,491	

CIP REQUESTS ONLY:

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

TOTAL CDBG PROJECT BUDGET:

\$ 33,480.00

EXHIBIT B-1

Invoicing

Invoice to Request Reimbursement for Eligible Activity Costs

<div style="border: 1px solid black; padding: 5px; background-color: #e0e0e0;"> <p>2021 HUD Annual Plan INVOICE</p> </div>	Organization Name: Mailing Address: Program Name: Program Year:	Date of Invoice: Invoice Number:	
	FY 2021-22		
Administrative Expenses <i>(list here & describe in space provided below)</i>	Budget	Billed on previous invoices	Billed this invoice
1 Admin Expense 1			Remaining on Contract
2 Admin Expense 2			-
3 Admin Expense 3			
Total Administrative Expenses:	\$ -	\$ -	\$ -
Program Expenses <i>(list here & describe in space provided below)</i>	Budget	Billed on previous invoices	Billed this invoice
1 Activity 1			Remaining on Contract
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. <i>(Signed)</i>			Date:

EXHIBIT C-1
Reporting Requirements - General
FY 2021-22

1. Progress reports are due each quarter, at a minimum. Each report should contain the information listed below, using the Microsoft Excel spreadsheet provided by the City of Merced Housing Division.
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 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 C-2

Clientele Demographic Data Collection Form

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

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.

Thank you for providing your information.

TODAY'S DATE: _____

Client Name (or other assigned identifier): _____

Is this your first time receiving food assistance?

_____ YES _____ NO
_____ CITY _____ COUNTY

I live in the City or County of Merced

Head of household?

_____ YES _____ NO
_____ MALE _____ FEMALE

I am/identify as:

Household size - include any children:

_____ Persons in household

Ethnicity:

_____ Non-Hispanic _____ Hispanic

Race

I consider my race as (mark X on all that apply):

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: _____)

