

**Agreement between City of Merced
and the County of Merced For
The City and County Continuum of Care
2022-2023 Collaborative Applicant**

THIS AGREEMENT, entered this _____ day of _____, 202__, by and between the City of Merced (herein called the "Grantee") and County of Merced, on behalf of its Human Services Agency (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (B-22-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 Date of November 13, 2022; and,

WHEREAS, Grantee wishes to engage and assist the Subrecipient in its administrative efforts by utilizing a portion of its administration funds towards the mutual goal of addressing homelessness in the community; and,

WHEREAS, approximately sixty-five percent (65%) of the Merced County's homeless population live, both sheltered and unsheltered, within the Merced city limits, and require the resources and expertise that the Subrecipient continues to provide through its management of the City and County Continuum of Care (CoC) program; and,

WHEREAS, Grantee, comparatively, lacks the same resources, manpower, and expertise necessary to separately address the vast and complex issue of homelessness within its boundaries and, thus, desires to continue the joint planning and administrative effort with the Subrecipient and the CoC to strategize, assist, and collaborate resources in order to make progress towards solving homelessness in the City and County of Merced.

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will assist the CoC by taking a lead role in planning for and strategizing resources to address homelessness within both the City and County jurisdictional lines. The Grantee will assist the Subrecipient by having staff and other Grantee representatives participate on various boards, including but not limited to the CoC. The Subrecipient will manage the program by organizing special homelessness planning meetings, providing input regarding programs and goals, and seeking opportunities and resources to continue the CoC's mission to end chronic homelessness within the City and County of Merced. The Subrecipient will complete certain identified activities, which include but are not limited to the below, in addressing the goals included in the "Merced County Regional Plan to Address Homelessness" (formerly the 10-Year Plan to End Chronic Homelessness).

1. Annual Homeless Count and Subpopulation Survey - CoC must plan and arrange for a point-in-time count of homeless persons within its geographic area to gather current data. At a minimum, the count must: a) identify the number of homeless persons; b) identify the number of homeless persons in emergency shelters and transitional housing programs; and, c) identify other requirements, including subpopulation data required by HUD.

2. Housing Inventory Count (HIC)/Point In Time (PIT)/- The HIC collects information about all of the beds and units in each CoC's homeless system, categorized by Provider Program Types (i.e. emergency shelter, transitional, permanent). The PIT Homeless Persons Count provides a count of sheltered and unsheltered homeless persons. Counts are further broken down into sub-population categories including counts of persons who are chronically homeless, persons with severe mental illness, chronic substance abusers, Veterans, persons with HIV/AIDS, and victims of domestic violence.

3. CoC Grant Monitoring – Subrecipient will devise policies for, manage, coordinate, and monitor progress of the activities and performance of all its sub-grant programs to ensure that the goals of the Merced County Regional Plan to Address Homelessness are being attained.

4. CoC Meetings. Subrecipient will conduct a minimum of eight (8) planning meetings and workshops over the course of the Agreement.

5. Merced County Regional Plan to Address Homelessness progress monitoring, updates to long-term goals and short-term objectives, and coordination with resources.

6. Homeless Emergency Assistance and Rapid Transition Housing (HEARTH) Regulations - With the CoC, develop a Governance Charter, ensure the CoC Board is made up of participants required by HEARTH, and facilitate development of a Coordinated Assessment.

7. Funding - Authorize and secure additional funding as it relates to CoC homeless activities and services as new sources become available and ensure compliance with all corresponding rules and regulations in the disbursement and monitoring of such funds, including, but not limited to, program objectives and outcomes, and management and monitoring of Subrecipient programs who may be recipient(s) of those funds.

B. Program Delivery

1. Subrecipient will receive thirty-eight thousand dollars and no cents (\$38,000.00) of 2022-2023 CDBG funding towards PIT Consultant fees and staffing costs of the Collaborative Applicant role of the CoC program. Invoices submitted for reimbursement of staff costs will be used to show actual hours and pay rates spent for the activity and will include backup documentation to fully support all charges.

2. Subrecipient agrees to submit 2022/2023 progress reports, including but not limited to copies of meeting minutes, homeless planning documents/reports, PIT count report, and other such documents and reports related to the above activities, in conjunction with quarterly invoices, demonstrating levels of work accomplished.

3. Subrecipient will conduct a minimum of eight (8) meetings and workshops over the course of the Agreement, and will submit meeting records (agendas, minutes, etc.) with quarterly invoices. Meetings will focus on CoC coordination, closing gaps in homeless services, and addressing of the goals and recommendations outlined in the Merced County Regional Plan to Address Homelessness.

4. Subrecipient will facilitate collaboration and capacity building activities among local service providers to plan for addressing the housing needs of those homeless subpopulations prioritized by HUD.

5. Subrecipient will work with the Grantee and local partners on the following:

- a) Identification of factors linked to increased risk of homelessness;
- b) Inventory of facilities and services for persons experiencing homelessness;
- c) Developing strategies to reduce and end local homelessness (Merced County Regional Plan to Address Homelessness) and,
- d) Evaluating progress in meeting objectives for reducing and ending homelessness.

C. National Objectives

All activities funded with CDBG funds must meet at least one (1) of the CDBG program's criteria for National Objectives, as defined in 24 Code of Federal Regulations (CFR) 570.208:

- 1. Benefit low-and moderate-income persons; or,
- 2. Aid in the prevention or elimination of slums or blight; or,
- 3. Meet community development needs having a particular urgency

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons, specifically 24 CFR 570.208(a)(2)(i)(A) (Presumed Groups).

D. Levels of Accomplishment - Goals and Performance Measures

Subrecipient agrees to provide quarterly progress reports to the Grantee summarizing the activities associated with the CoC. The reports should include progress related to each activity, if applicable, identify any issues, how issues were addressed and resolved, and comments to staff.

Goals and performance measures to be addressed include establishing a Continuum of Care Board that conforms to HEARTH Act requirements, creating Governance Charter that conforms to HEARTH Act requirements, and progress/updates pertaining to the goals identified in the Merced County Regional Plan to Address Homelessness.

E. Performance Monitoring

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

II. PROGRAM DESCRIPTION

Type of Program: Administrative/Planning

HUD-CDBG Eligible Activity: Planning (Homeless Strategy Planning, Goal Setting, Management, and Evaluation)

HUD Matrix Code: 20

Service Area: City of Merced

Basic Eligibility Citation: 24 CFR 570.205

National Objective: Low/Mod Clientele (LMC) - Presumed Benefit (24 CFR 570.208(a)(2)(i)(A))

III. TIME OF PERFORMANCE

Eligible program expenses for the activities and services carried out by the Subrecipient shall be considered to start on July 1, 2022 (start of 2022 Program Year) and end on June 30, 2023. All invoices for reimbursement of eligible expenses and reporting of participant/beneficiary data for the Program shall be submitted to the Grantee at the end of each quarter (or other such agreed-upon regular interval). The final invoice for the program shall be submitted for reimbursement at the earliest possible time, but no later than August 31, 2023.

The term of this Agreement shall be extended upon written request to allow the Subrecipient time for any additional final invoicing and/or reporting of remaining participant/beneficiary demographic data for those served through June 30, 2023, and/or any corrections thereof, and to cover any additional time during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income, after June 30, 2023.

IV. BUDGET

Line Item

Activities 1 through 7 - Eligible Costs

Amount:

\$38,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. 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.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed thirty-eight thousand dollars and no cents (\$38,000.00). Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph IV herein and in accordance with performance. Each drawdown request shall be accompanied with an invoice itemizing all program expenses, previously drawn program grant funds, and thorough, accurate, and complete backup documentation including, but not limited to: payroll time cards showing grant hours worked, paystubs (for payroll and other taxes withheld that are requested for reimbursement), supporting expenses, summaries, and calculations, and amount of program funds being requested.

The Subrecipient shall submit all applicable and final invoices requesting reimbursement of qualified expenses to Grantee's Housing Division staff no later than August 31, 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, or personal delivery or other electronic means. Any notice delivered or sent as aforesaid 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 Agreement representatives:

Grantee:

Kim Nutt
Housing Program Supervisor
City of Merced
Housing Division
678 West 18th Street
Merced, CA 95340
Phone: 209-385-6863
Email: nuttk@cityofmerced.org

Subrecipient:

John Ceccoli
Deputy Director
County of Merced
Human Services Agency
2115 Wardrobe Ave
Merced, CA 95341
209-385-3000 ext 5880
john.ceccoli@countyofmerced.com

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 Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient'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, life and/or medical insurance and Worker's Compensation Insurance, as the Subrecipient is an independent contractor.

C. Indemnity/Hold Harmless

Except as to the sole negligence or willful misconduct of the Grantee, the Subrecipient shall agree to indemnify, protect, defend, save, and hold the Grantee, 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 Grantee from any claim even if it appears to be without merit. Subrecipient shall also defend, indemnify, and hold the Grantee 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. 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 publications made possible with funds made available under this Agreement.

E. 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.

F. Suspension or Termination

In accordance with 2 CFR Part 200 Subpart D, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with

any terms of this Agreement, which include (but are not limited to) the following:

1. 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;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; and,
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

G. Subcontracts - Assignments

Subrecipient shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any other entity without obtaining prior expressed written permission by Grantee for each subcontractor and/or assignee and a description of the specific part(s) or interest(s) to be subcontracted or assigned. Grantee's approval will not be unreasonably withheld. Subrecipient remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Subrecipient shall be held responsible by Grantee for the performance of any subcontractor whether approved by Grantee or not.

H. Access to Records

Subrecipient agrees that Grantee or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. Subrecipient hereby severally warrants that all project records, books, papers, and documents will be retained for a period not less than four (4) years after the project terminates and grants Grantee the option of retention of the project records, books, papers, and documents.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR part 200 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.

2. Cost Principles

The Subrecipient shall administer its program in conformance with Office of Management and Budget (OMB) Circulars 2 CFR part 200 Subpart E and A-87, "Cost Principles for State, Local, and Indian Tribal Governments," 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.

B. Documentation and Record Keeping

1. Records to be Maintained

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

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 2 CFR part 200; and

- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

If the services of other businesses within the City of Merced are used in the performance of this program, the Subrecipient shall provide sufficient documentation that such business(es) are currently licensed to do business within the City of Merced. The Subrecipient may contact either the Finance Department or Housing Division to verify current business license status.

2. Retention

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

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided in the Coordinated Entry (CE) or other confidential client data storage system. 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. De-identified information shall be made available to Grantee monitors or their designees for review upon request.

Additionally, Subrecipient shall implement and maintain reasonable security procedures and practices with respect to protection of any personal identifying information that may be disclosed to the Subrecipient in the performance this Agreement. The Subrecipient shall conduct an investigation as may be required by State and/or Federal law in the event of a data breach.

4. Disclosure

The Parties understand that client(s) information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service 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), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits and Inspections

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

As a non-Federal entity, Subrecipient is subject to all applicable provisions under 2 CFR Part 200 Subpart F – Audit Requirements. A non-Federal entity (NFE) is defined as “a State, local government, Indian tribe, Institution of Higher Education (IHE), or non-profit organization that carries out a Federal award as a recipient or subrecipient.” Pursuant to 2 CFR 200.501(d), an exemption from Federal audit requirements is provided

to non-Federal entities when expending less than \$750,000 during their fiscal year in total Federal funding.

Notwithstanding the above exemption, at any time, the Grantee reserves the right to request, and Subrecipient agrees to provide at Subrecipient's cost, a certified audit performance by an accredited certified public accountant, of all funds received or utilized by Subrecipient, including the distribution of CDBG Funds and/or HOME funds for fiscal year 2022/2023.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report semi-annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the 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

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

liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

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

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all nonexpendable 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 (OMB) Standards

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

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Merced City Limits with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200 and 24 CFR 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 Grantee 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

twenty-five thousand dollars and no cents (\$25,000.00) shall be used to meet one (1) of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. 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 (5) year period (or such longer period of time as the Grantee deems appropriate).

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment, purchased with CDBG program funds, and 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 an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. PERSONNEL AND 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 nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.

The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

3. "Section 3" Clause - 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 Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other 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 metropolitan area in which the project is located."

B. Conformance to Applicable Laws.

Subrecipient shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Subrecipient in the employment of persons to work under this agreement because of race, color, national origin, ancestry disability, sex, or religion of such person.

Subrecipient hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Subrecipient so employ such unauthorized aliens for the performance of work and/or service by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the Grantee for such use of unauthorized aliens, Subrecipient hereby agrees to, and shall, reimburse Grantee for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the Grantee in connection therewith.

C. Waiver.

In the event that either Grantee or Subrecipient at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

D. Inconsistent or Conflicting Terms in Agreement and Exhibits.

In the event of any contradiction or inconsistency between any attached documents(s) or exhibits(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the Grantee are not binding upon the Grantee unless specifically agreed to in writing, and initialed by the authorized Grantee representative, as to each additional contractual term or condition.

E. Ambiguities.

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

F. Venue.

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

G. Amendment.

This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

H. Integration.

This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

I. Authority to Execute.

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

J. Counterparts.

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

K. Communication.

The Subrecipient shall document their programming efforts and submit reports to the Grantee on a quarterly basis. While the details and format of the report can be mutually agreed upon after the execution of the Agreement, the reports shall generally include the following information:

1. The date and time of all activities offered
2. The number of participants for or at each activity.
3. The number of volunteers/staff for or at each activity.
4. A sign-in/sign out sheet for each activity.
5. A database containing services provided.
6. Photos of events/training.

In addition, on at least a six (6) month basis, each subcontractor of the Subrecipient shall complete a short self- evaluation, answering the following questions:

1. What was the best thing that happened by the COC this quarter?
2. Did you accomplish your goal as stated in the agreement with the Subrecipient?
3. If not, why not?
4. What would help make COC program better?
5. Do you have any new partnerships?

X. 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 executed this Agreement as of the date first written above.

GRANTEE
CITY OF MERCED
A California Charter Municipal Corporation

BY: _____
City Manager

ATTEST:

STEPHANIE DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  3/16/23
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

SUBRECIPIENT
County of Merced

BY: _____
Scott M. Silveira Date
Chairperson
Merced County Board of Supervisors

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

BY: _____
Carrie Woolley Date
Deputy County Counsel

Taxpayer I.D. No.: 94-6000521

ADDRESS: 2222 M Street
 Merced, CA 95340

TELEPHONE: (209)385-7637
FAX: (209)385-7375

ATTACHMENT 1

FISCAL YEAR (FY) 2022-23

INDIRECT COST RATE (ICR)

Data from FY 2020-21 County Expense Claims

COUNTIES	ICR
ALAMEDA	0.25
ALPINE	0.97
AMADOR	0.39
BUTTE	0.21
CALAVERAS	0.30
COLUSA	0.52
CONTRA COSTA	0.34
DEL NORTE	0.28
EL DORADO	0.30
FRESNO	0.22
GLENN	0.30
HUMBOLDT	0.33
IMPERIAL	0.21
INYO	0.31
KERN	0.17
KINGS	0.25
LAKE	0.16
LASSEN	0.32
LOS ANGELES DCS	0.16
LOS ANGELES DPS	0.18
MADERA	0.40
MARIN	0.36
MARIPOSA	0.45
MENDOCINO	0.24
MERCED	0.14
MODOC	0.40
MONO	0.37
MONTEREY	0.18
NAPA	0.34
NEVADA	0.41
ORANGE	0.18
PLACER	0.41
PLACER-ASOC	0.17
PLUMAS	0.47
RIVERSIDE	0.08
SAC-DHHS-ADULT	0.00
SAC-DHHS-CHILD	0.30
SACRAMENTO-DHA	0.21
SAN BENITO	0.36
SAN BERNARDINO	0.22
SAN DIEGO	0.22
SAN FRANCISCO	0.16
SAN JOAQUIN	0.12
SAN LUIS OBISPO	0.17
SAN MATEO	0.32
SANTA BARBARA	0.14
SANTA CLARA	0.20
SANTA CRUZ	0.22
SHASTA	0.24
SIERRA	0.37
SISKIYOU	0.22
SMATEO DP AGING	0.38
SOLANO	0.22
SONOMA	0.17
STANISLAUS	0.16
SUTTER	0.26
TEHAMA	0.11
TRINITY	0.17
TULARE	0.30
TUOLUMNE	0.28
VENTURA	0.18
YOLO	0.37
YUBA	0.24
STATEWIDE	0.20