

ATTACHMENT 1

**Subrecipient Agreement between
The City of Merced and
Habitat for Humanity, Merced/Stanslaus Counties
for the
Community Development Block Grant
Single Unit Homeowner Occupied Rehabilitation
“A Brush With Kindness” Program**

THIS AGREEMENT, entered this 17th day of November, 2023, by and between the City of Merced (herein called the “Grantee” and/or “City” and/or “City of Merced Housing Division”) and Habitat for Humanity, Merced/Stanslaus Counties (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funding from the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (B-22-MC-06-0044 and B-23-MC-06-0044) under the Community Development Block Grant Program, 14.218-Entitlement Grant (“CDBG”), and administered by HUD, with a Federal Award Date of November 13, 2022, and August 28, 2023, respectively; and,

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of the Grantee and Subrecipient in accomplishing the HUD CDBG objectives, as set forth in the 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 adopted a Five-Year Consolidated Plan on November 16, 2020, covering Program Years 2020 through 2024, which identifies programs that promote and create fair and affordable housing and an increase of public services, especially targeting extremely low- and low-income households, as essential to the community; and,

WHEREAS, in response to the City’s Notice of Funding Availability published in the Merced Sun-Star and Merced County Times newspapers, Grantee received an application from the Subrecipient proposing to administer a single-unit residential Owner Occupied Rehabilitation (OOR) program entitled “A Brush With Kindness” (herein called “the Program”), which proposes to assist homeowners with qualifying, necessary repairs on their properties within the Merced city limits in which they occupy; and,

WHEREAS, on July 5, 2022, the City, through approval of the 2022 Annual

Action Plan, allocated \$150,000 of CDBG funds to begin the Program and a three-year OOR program spanning July 1, 2022, through June 30, 2025. Additionally, on June 5, 2023, the City, through approval of the 2023 Annual Action Plan, approved an additional CDBG allocation of \$150,000 to the Program; and,

WHEREAS, use of CDBG funds for single-unit residential OOR programs benefitting extremely low-income and low-income individuals and families 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, Single-unit residential OOR programs are an eligible “Rehabilitation and Preservation” activity for the use of CDBG funds, pursuant to 24 CFR, Section 570.202(a)(1), which allows for CDBG funds to be used to finance the rehabilitation of privately-owned buildings and improvements for residential purposes, if the improvements also provide general benefit to the residential occupants of the building.

WHEREAS, Subrecipient may also provide accessory public services activities, such as homeowner housing or financial counseling services, to accompany the proposed OOR activities. “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 health, education, fair housing counseling, or energy conservation; and,

WHEREAS, Grantee has determined, and Subrecipient certifies, that the activities and services being provided pursuant to this Agreement further the needs of City residents, as well as the policy and intent of the City’s CDBG Program goals and objectives as identified in the City’s 2020-2024 Consolidated Plan and the 2022 and 2023 Annual Action Plans; and,

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

WHEREAS, Subrecipient shall comply with all relevant CDBG regulations contained in 24 CFR Part 570, as well as other relevant Rules and Regulations governing the use of Federal funds, including, but not limited to 2 CFR Part 200, particularly Part 230 et. seq., Cost Principles for Non-Profit Organizations; and,

WHEREAS, Subrecipient is a Non-Profit Organization exempt from Federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) and will deliver services from Subrecipient's primary business address of 2260 Tenaya Drive, Modesto, California 95354, and a mailing address of P.O. Box 831, Modesto, CA 95353, and EIN: 77-0233512, and UEI No. 123201894; 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 and Program Delivery

General: The Subrecipient will be responsible for administering and providing the proposed OOR Program during the 2022, 2023, and 2024 Program Years in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Properties rehabilitated will be privately-owned, owner-occupied homes used solely for residential purposes, to improve and preserve safe, livable housing for low- to moderate-income individuals and families that meet eligibility requirements and the intent of the Program.

Such program implementation and all allocations of funding directed to the Program will be directed towards, but not be limited to, the activities eligible under the CDBG program described in this Section.

1. Principal Tasks – Activity #1:

The primary goal for the Subrecipient will be to improve the safety and living conditions of eligible single-unit residences, such as single-family homes, that are owned, exclusively maintained, and occupied by income-qualified homeowners through rehabilitation projects with the funds provided, per the Subrecipient's proposal, as amended and approved by the Grantee. As such, condominium units are generally omitted from qualifying, since many elements of the home are under common ownership and/or maintenance associations. Other single-family structure types, such as a zero-lot-line home, are eligible, provided the building element(s) being repaired is not a shared element (such as a "party" or shared dividing wall or a shared roof).

Each individual owner-occupied single-unit rehabilitation project will be provided a maximum of \$50,000 towards necessary improvements in the form of a loan to the current homeowner(s). Therefore, each allocation of CDBG funding that fulfills this three-year program shall complete a minimum of one rehabilitation project for each \$50,000 of allocated funds. It is understood that some homeowners may not need to use the maximum amount; therefore, there is a possibility that the entire amount of allocated CDBG funds may not be completely used by the end of the Performance Period discussed herein and/or that rehabilitation of more units is feasible than the minimum ratio of one per \$50,000.

a. Refinement of housing rehabilitation program plans, procedures, and forms. Subject to review and approval by the Grantee, the Subrecipient will establish, or make any necessary revisions to, the housing rehabilitation program design and procedures (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

b. Outreach. The Subrecipient will conduct sufficient advertisement of the program and other forms of outreach to ensure that enough eligible applicants participate in the program to meet the housing rehabilitation goal of 6 completed homes.

c. Intake/assessment of eligibility. The Subrecipient will assist property owners in completing the necessary applications and forms required to make eligibility determinations for Program assistance. The Subrecipient will make accommodations for and provide any translation or other services needed to meet the special needs of non-English-speaking or disabled applicants, including providing intake assistance at the applicant's residence or other suitable location that will sufficiently accommodate the homeowner's individual needs that will ensure equal access to services and that the end result is a complete application.

d. Initial eligibility. Selection of households/structures will be made by the Subrecipient on the basis of satisfaction of income requirements according to the most current income limits established by HUD. Single-family structures must be occupied by a low- and moderate-income household and be evaluated for improvements or repairs assistance by the apparent need for improvement and/or rehabilitation measures to correct

existing state or local housing, health, sanitary, or safety code or Housing Quality Standard (HQS) deficiencies, disability-related requirements of the owner occupants, and any other pertinent criteria set forth in the approved program design.

e. Scope of Work Proposals. For each eligible unit assisted, the Subrecipient shall a complete detailed proposal of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. The proposal shall be initialed and dated by the homeowner.

f. Bank financing. For those applicants who will be securing some of the financing for the rehabilitation work through private loans from a bank or private financial institution, the Subrecipient will provide assistance to applicants when applying for such complementary financing upon request.

g. Solicitation and selection of contractors. The Subrecipient will assist approved applicants in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Subrecipient will provide forms and sample contract formats for the applicants to use in contracting with the contractors and will assist the applicant in ensuring that the description of the work contained in any contracts is accurate and complete.

h. Periodic and final inspections. The Subrecipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding satisfactorily, will authorize (with the owner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor.

i. Approval of contractor payments. As rehabilitation progresses and as invoices are submitted by contractors, the Subrecipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.

j. Maintenance of case files and other records. For each applicant, the Subrecipient will maintain case files, including application and documentation of eligibility, scope of work, the assistance agreement between the property owner and Subrecipient (along with repayment/

recapture provisions), documentation of liens and any other forms of security, contractor selection criteria, copy of contract between owner and contractors), documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Subrecipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Subrecipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section IX, B of this Agreement.

2. Program Administration – Activity #2:

Subrecipient will be responsible for overseeing all aspects of the program implementation. The Subrecipient shall evaluate program participants' income to establish affordable reimbursement payments not to exceed the affordability thresholds established by HUD. Once each project is closed and liens are recorded on the parcel, the Subrecipient will be responsible for submitting demographic and income level/financial information to the City of Merced Housing Division.

Subrecipient shall submit required documentation, which identifies income category qualifications, ethnicity, race, accomplishments, and other pertinent information of all individuals served by the Program, which HUD may require for any or all activities.

Reporting of this project will include:

1. Number of occupants per quarter/total served.
2. Income of all occupants in household.
3. Amount paid for primary mortgage by household.
4. Household demographics per HUD guidelines.
5. Total amount remitted to the City of Merced/monthly financial statements as justification for program payments.
6. Documentation proving the property owner is current with their property taxes and mortgage payments.
7. Proof the homeowner has resided at this property for a period longer than 1-year. The proof can be validated by utility bills, mortgage

statements, or property tax statements.

Families are to be screened by Habitat for Humanity prior to being approved for the Program to ensure they meet eligibility requirements. Participants will be encouraged to participate in post purchase housing counseling services through the Subrecipient. Referrals to other programs and/or services will be available to assist these individuals and families.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program National Objectives:

- (1) Activities benefitting low- and moderate-income persons; or,
- (2) Activities which aid in the prevention or elimination of slums or blight; or,
- (3) Activities designed to meet community development needs having a particular urgency.

The Subrecipient certifies that the Program activities) carried out under this Agreement will meet the primary National Objective to benefit low- and moderate-income persons under the criteria of Low/Mod Housing Activities listed at 24 CFR 570.208(a)(3), in that it is an eligible activity carried out for the purpose of improving existing permanent residential structures which, currently and upon completion, will continue to be occupied by low- and moderate-income households. The Subrecipient will meet the national objective by providing assistance to low- and moderate-income households for the improvement/rehabilitation of the existing structure on the property currently owned by the income eligible household.

C. Performance Measurement

The purpose of measuring the proposed activities is to gather information that determines how well programs and activities are meeting established needs and goals. The 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. Objective: Objectives are framed broadly to capture the range of community impacts that occur as a result of program activities. There are three possible objectives for each activity of a program, of which this Program shall meet the following:

- *Providing Decent Housing*: this objective covers the wide range of housing activities where the purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements.

2. Outcome: Program outcomes further define activity objectives and are designed to capture the nature of the change, or the expected result of the objective, that the Program is expected to achieve. Outcomes correspond to the type of change that the City is expecting. There are three possible anticipated outcomes, of which this Program shall meet the following:

- *Affordability*: this outcome relates to activities that provide affordability in a variety of ways for LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or day care.

3. Indicators: There are four common indicators that are relevant for most activities. The Subrecipient shall report on these data elements for all program activities, as they apply to this Program:

- Amount of money leveraged from other Federal, State, local and private sources, per activity.
- Number of housing units
- Number and income levels of persons or households by: 30 percent, 50 percent, or 80 percent of area median income.
- Race, ethnicity, or disability data for all household members benefitting from the activities.

Additionally, the Subrecipient shall maintain records of the following:

- The number of individuals living in each household.
- A copy of written agreements with each homeowner.
- A copy of the NEPA environmental clearance for each assisted housing unit.

4. Expected Levels of Accomplishment

The Subrecipient agrees to provide the following minimum levels of program services:

<u>Activity</u>	<u>Housing Units Per Year</u>
<i>Activity #1 – Principal Tasks/Rehabilitation (Maximum of \$50,000 per unit)</i>	3 or more
<i>Activity #2 – Program Administration (Maximum of 10% of Project Costs)</i>	N/A

Each unit served will be required to have a total household below 80% of the Average Medium Income for the community.

D. Performance Monitoring

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

E. Project Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the Subrecipient will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the implementation schedule included in Exhibit A.

II. PROGRAM DESCRIPTION

CDBG Eligible Activity Type: Rehabilitation and Preservation

Basic Eligibility Citation: 24 CFR 570.202(a)(1)

HUD Matrix Code: 14A - Rehabilitation: Single-Unit Residential

Service Area: City of Merced

National Objective: Low/Mod Housing (LMH) - 24 CFR 570.208(a)(3) – improving permanent residential structures occupied by low- and moderate-income households

Accomplishment Type: 10 Housing Units

CPD Performance Measurement System: *Objective*: Providing Decent Housing;

Outcome: Affordability; *Indicators*: 1) Number of household units assisted; 2)

Family size and income levels of persons/households assisted (30%, 50%, and 80% AMI); 3) Race, ethnicity, head of household, gender, and disability data

III. METHOD OF COMPENSATION/SCHEDULE OF PAYMENTS

A. Direct Rehabilitation Expenses

The Subrecipient may draw down funds (against the "Rehabilitation Grants" budget line item) to establish escrow accounts for individual participating property owners to finance payments to contractors for the rehabilitation of eligible property. The grant agreement with the homeowner must specify that an escrow account will be used. Drawdowns for such escrow accounts may be initiated at the time that the assistance agreement between the Subrecipient and property owner is executed, but any funds drawn for such escrow accounts must be limited to the amount expected to be disbursed within 10 working days from the date of drawdown, must be placed in one interest-bearing account, and must be disbursed to contractors within 10 days of receipt by the Subrecipient. Payments to contractors from such escrow accounts should be made on the basis of work completed, with a set-off of at least 10 percent until final inspection and sign-off of the completed rehabilitation by the Subrecipient's staff and property owner.

B. Relocation Assistance

The Subrecipient may draw down funds as Relocation Assistance expenses are incurred, up to the approved line item budget level. Relocation Assistance must be provided in accordance with 24 CFR 570.606 and 49 CFR part 24.

C. Program Management Expenses

Drawdowns against the balance of budgeted funds for Program Management must be based on costs actually incurred, and proportional to the percentage of the total authorized amount for Rehabilitation Grant funds and Relocation Assistance that have been expended.

D. Davis-Bacon requirements and other Labor Standards [24 CFR 570.603]

For CDBG-funded residential rehabilitation in excess of \$2,000 at properties containing not less than eight units, Subrecipient shall comply with Section 110(a) of the Housing and Community Development Act of 1974, which requires that all non-volunteer laborers and mechanics be employed by contractors or subcontractors in the performance of construction/rehabilitation work at wage rates not less than those prevailing on similar construction/rehabilitation in the locality, as determined by the Secretary of Labor. The Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies to such activities. Subrecipient shall comply with the regulations in 24 CFR Part 70 regarding the use of volunteers.

E. Historic Preservation [16 U.S.C. 470 et seq. and 36 CFR Part 800]

These requirements mandate (a) consultation with specified agencies having responsibility for historic preservation to identify properties listed (or eligible for inclusion) in the National Register of Historic Places that may be subject to adverse effects by the proposed CDBG activities, and (b) compliance with procedures or other requirements to avoid or mitigate such adverse effects. The Subrecipient shall address all potential historical preservation requirements identified through the environmental process.

F. National Flood Insurance Program [24 CFR 570.605]

If a community has had notice for more than a year that an area has been identified by FEMA as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes within that area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question

G. Relocation, Real Property Acquisition, and One-For-One Housing Replacement [24 CFR 570.606]

The acquisition of real property for a CDBG assisted project and the displacement of any person (family, individual, business, non-profit organization, or farm) as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project must comply with 24 CFR 670.606 and 49 CFR part 24. The Subrecipient must also conduct its CDBG activities so as to eliminate or minimize displacement: and, if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act, as amended, or Section 104(d), as applicable. In addition, there must be a one-for-one replacement of any occupied (or vacant, occupiable) low- and moderate-income dwelling that is demolished or converted to another use in connection with a CDBG-funded activity.

H. Lead-based Paint [24 CFR 570.608 and 24 CFR Part 35]

There is a general prohibition against the use of any lead-based paint in connection with any CDBG activities involving construction or rehabilitation of residential structures. Regardless of whether the structure was constructed prior to 1978, the tenants or purchasers must be notified of the hazards of lead-based paint poisoning; and, depending on the level of Federal assistance made available to the structure, paint inspection, risk assessment, treatment, and/or abatement must be provided. Subrecipient shall sign and date an affidavit to be retained with official records asserting they complied with this requirement.

Additionally, immediately after abatement of any lead-based paint found during the initial testing, the property shall be tested again, and if clear, documentation

shall be submitted to Grantee within a reasonable timeframe showing compliance with this requirement.

I. Program Income [24 CFR 570.500; 570.503(a), (b)(3) and (b)(7); and 570.504]

Grantee must approve (a) whether a Subrecipient will be allowed to retain and use program income, and (b) for what activities the program income may be used. The use of such program income must be in compliance with all other applicable program requirements and, upon the expiration of the Subrecipient Agreement, or at the end of each fiscal year, whichever occurs first. Any program income on hand or subsequently received by the Subrecipient must be returned to the Grantee.

IV. TERM OF PERFORMANCE

Eligible program expenses for the activities and services carried out by the Subrecipient shall be considered to commence on the 1st day of July, 2022, and end on the 30th day of June, 2025. Invoices for reimbursement of eligible expenses and reporting of household/beneficiary data for the Program shall be submitted to the City of Merced in the earliest possible timeframe after costs are incurred (or other such agreed-upon regular interval).

The term of this Agreement and the provisions herein shall be extended upon written request to allow Subrecipient additional time for final invoicing and reporting and to cover any additional time during which the Subrecipient remains in control of program funds or other program assets, including program income.

V. BUDGET

A. Line Item Budget

The following is the budget for the CDBG housing rehabilitation program to be administered by Habitat for Humanity. Unless otherwise noted, this budget may only be modified through a formal written amendment approved by the Grantee.

Activity #1: Principal Tasks/Rehabilitation of Properties	\$ 270,000
Activity #2: Program Administration	<u>30,000</u>
TOTAL:	\$ 300,000

CDBG grant year funds utilized for this Program:

2022 Program Year (Grant #B-22-MC-06-0044)	\$ 150,000
2023 Program Year (Grant #B-23-MC-06-0044)	<u>150,000</u>
TOTAL:	\$ 300,000

As funds become available throughout the Term of Performance stated herein, this Agreement may be amended to increase the funding to accommodate the further need for this Program.

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.

VI. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount allocated. Drawdowns will be performed in compliance with Section III. A. of this agreement and for eligible expenses made against the line item budgets specified in Paragraph V herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph V and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

To facilitate the invoicing process, the Subrecipient shall meet with City of Merced Housing Division staff prior to execution of this Agreement to review and discuss: 1) requirements for reimbursement of invoices; and 2) qualifying expenses.

Date of Meeting: 8/5/23

Housing Staff initials: [Signature]

Subrecipient initials: [Signature]

The Subrecipient shall submit all applicable invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff at the earliest

possible time after the cost is incurred, for each individual property assisted, to ensure timely expenditure of funds and to demonstrate progress on the Program. The final invoice for this Program shall be received no later than June 1, 2025.

VII. 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 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.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

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

Subrecipient

Anita Hellam
Executive Director
Habitat for Humanity, Stanislaus
63 Kearney Avenue
Modesto, CA 95350
Phone: (209) 575-4585
Email: ahellam@hfhmsc.org

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 (CDBG Regulations), including Subpart K. If Home Investment Partnership Program (HOME) funds are allocated to the Program at any time during the Term of Performance, Subrecipient shall also comply with all requirements contained in 24 CFR Parts 91 and 92 (HUD Regulations concerning the HOME Program), except that:

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

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

The Subrecipient shall at all times remain an "independent contractor" and its employees shall not be employees of or have a contractual relationship with Grantee with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement¹, life and/or medical insurance², and Workers' Compensation Insurance, as the Subrecipient is an independent contractor. Subrecipient shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition to Subrecipient's other obligations under this Agreement, Subrecipient shall indemnify, defend and save Grantee harmless from all matters relating to employment and tax withholding for, and payment of, Subrecipient's employees.

C. Indemnity/Hold Harmless

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

¹Unless 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.

²Unless 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.

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 and Protections for Consumer Data Privacy. If Subrecipient stores electronic information on residents served for tax or service reasons, and the risk of loss of such electronic data will not be covered by Subrecipient's general liability insurance, 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 be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic

information, extortion, and network security. The policy shall provide coverage for breach response costs, as well as regulatory fines and penalties and credit monitoring expenses, with limits sufficient to respond to these obligations. Understanding the technological capacity limitations of non-profit organizations, acceptable policy limits to satisfy this requirement shall be the maximum coverage that Subrecipient can reasonably obtain from an insurance provider.

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. Subrecipient shall notify the City within twenty-four (24) hours of the Subrecipient's determination that a security breach has occurred with regard to any personal information and shall conduct such investigation and provide such notice as may be required by State and/or Federal law in the event of such breach.

E. Duplication of Benefits

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

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

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

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

award/assistance available (deduct assistance determined to be duplicative).

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

Subrogation Statement: 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 publications 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

In accordance with 24 CFR 85.43, 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. For Cause

- 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, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or,
- d. Submission by the Subrecipient to the Grantee 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.

I. Inconsistent or Conflicting Terms in Agreement and Exhibits

In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. 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.

J. Ambiguities

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

K. Venue

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

L. Authority to Execute

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

M. Counterparts

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

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

3. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 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.

B. Documentation and Record Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records which demonstrate compliance with 24 CFR 570.503(b)(7) or 570.505 regarding any change of use of real property acquired or improved with CDBG assistance;
- e. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28;
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570; and,
- i. If the services of other businesses within the City of Merced are used in the implementation of this program and reimbursement for those services is requested, business license records of such businesses shall be provided. Subrecipient may contact either the Finance Department or Housing Division to verify current business license status.

2. Retention

The Subrecipient shall retain all financial records, supporting documents,

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

3. Client Data

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

4. Disclosure

The Subrecipient understands that client information collected under this 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 by the applicable State or Federal laws 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 & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Controller General of the United States or any of their authorized

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

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

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

C. Reporting and Payment Procedures

1. Program Income

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

Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

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 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. These progress reports shall be submitted to the Grantee on a quarterly basis and shall include:

1. Number of occupants per quarter/Total Served;
2. Income of all occupants in household;
3. Amount paid for primary mortgage by household;
4. Household Demographics per HUD guidelines; and,
5. Total amount remitted to the City of Merced/Monthly financial statements as justification for program payments

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.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the city limits of Merced 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, 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 [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 program funds, 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].

X. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.)

XI. 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. Subrecipient also agrees to comply with the provisions of the California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) and the Unruh Civil Rights Act (California Civil Code Section 12101 et seq.).

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 HCD Act 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 regards 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, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

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

written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and 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 75, including the Final Rule that took effect on November 30, 2020, 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.

Training or employment opportunities resulting from public housing development or operating assistance including administration, management, clerical support, and construction, as well as those that arise in connection to a HUD-funded housing rehabilitation, housing construction, or other public construction project that exceeds \$200,000, are subject to compliance with Section 3.

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.”

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 metropolitan area 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 metropolitan area 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 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this 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.

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 and 570.611, which include (but are not limited to) the following:

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

5. Lobbying

The Subrecipient hereby certifies that:

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

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

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

6. Copyright

If this 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. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the Program 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.

XII. ENVIRONMENTAL CONDITIONS

A. 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 homeowner rehabilitation.

1. Air and Water

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

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

2. 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).

3. 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, 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. After any necessary abatement, the affected structure(s) shall be re-tested, and clearance certification documentation shall be forwarded to the Grantee.

4. 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.

XII. 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.

XIV. 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.

XV. 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.

XVI. 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.

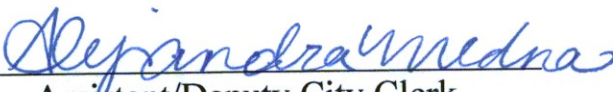
GRANTEE
CITY OF MERCED

A California Charter Municipal Corporation

BY: 
City Manager

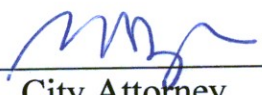
ATTEST:

Scott McBride, CITY CLERK

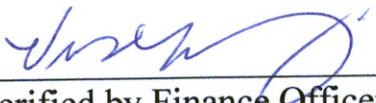
BY: 
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY:  8/3/2023
City Attorney Date

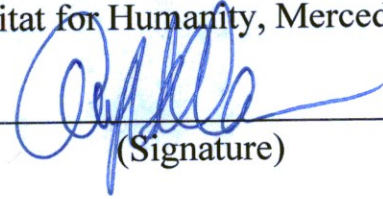
⁶⁰⁰
ACCOUNT DATA:

BY: 
Verified by Finance Officer V-464
Funds available. See 11/14/23
25015500 - 511040 RE 11/15/23
\$300,000.00
See 11/15/23

SUBRECIPIENT:

Habitat for Humanity, Merced/Stanslaus County

BY:



(Signature)

Anita Hellam

(Typed Name)

Its:

Chief Executive Officer

(Title)

Taxpayer I.D. No.: 77-0233512

ADDRESS: 2260 Tenaya Drive
Modesto, CA 95354

MAILING ADDRESS: P.O. Box 831
Modesto, CA 95353

TELEPHONE 209-575-4585

EXHIBIT A

Scope of Services / Project Narrative / Implementation Plan
Habitat for Humanity Merced/Stanslaus Counties
“A Brush With Kindness” Homeowner Rehabilitation Program
PY 2022-23, 2023-24, and 2024-25

Services and Activities Provided (not limited to):

- Expansion of existing services
- Lead testing and remediation will remove contaminants, eliminating future health risks.
- Repairs to damaged structures will restore homes to code, whereby improving living conditions.
- Roof replacements or repairs will be brought up to code and prevent leaks.
- HVAC installations or updates will provide healthy living conditions and mitigate against extreme summer temperatures, which are common in Merced.
- Efficient double-paned windows will replace single-paned aluminum windows to reduce energy loss and excessive cooling and heating costs.
- Leaking plumbing will be repaired to eliminate water damage and high water bills.

Project Narrative:

HFHS is requesting funding to rehabilitate homes owned and occupied by low- to moderate-income homeowners, to improve and preserve some of the privately-owned, existing affordable housing stock in the City of Merced, in compliance with the 2020-24 Consolidated Plan and Housing Element objectives. Projects will include, but not be limited to, lead testing, lead remediation, roof repair, HVAC updates, efficient windows, and plumbing fixes.

Expected Outcomes:

- Existing housing inventory will be improved and sustained for families unable to afford ongoing deferred maintenance.
- Longevity of homeownership will be enhanced due to reduced utility and health costs.
- Life, Health, Safety, and blight challenges will be mitigated.

Implementation Plan (one year):

#	Task/Activity	Description	Completion Date
1	Test for lead	Determine if paint surfaces and flooring contain lead	ongoing
2	Remediate lead	Respond to prescriptive lead removal processes	ongoing
3	Repair or replace roof	Bring roof to code	ongoing
4	Install or replace HVAC	Verify improvements needed for energy efficiency	ongoing
5	Replace leaking plumbing	Install new plumbing	ongoing
6	Replace aluminum single-pane windows	Install energy efficient windows	ongoing
7	Repair fence	Improve security for family and pets	ongoing
8	Repeat applicable tasks for homes 2-3	Repeat applicable descriptions for homes 2-3	ongoing

EXHIBIT B-1

Invoicing

Invoice Template for Reimbursement Requests

INVOICE

Organization Name:
 Mailing Address:
 Program Name:
 Program Year:

Habitat for Humanity Merced/Stanislaus

Brush With Kindness
FY 2022, 2023, 2024

Date of Invoice:
 Invoice Number:

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

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

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

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

This information is true and correct to the best of my knowledge.

(Signed) _____

Date: _____

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

Invoicing

Mileage Log for Reimbursement Requests

Date	Description / Purpose Notes	Odometer Start	Odometer End	Mileage	Reimbursement
	Totals			0	\$0.00

I have mileage log meets IRS minimum mileage documentation and reporting requirements for business tax credit purposes.
Please refer to RS Publication #63 for more information.

www.irs.gov/tax-professionals/standard-mileage-rates

 For current mileage rate information, please see the link above (use "Business" rates). Please note that Standard Mileage Rates are issued quarterly from January to each year.

Total Reimbursement: \$0.00

EXHIBIT C-1
Reporting
General Requirements

1. Progress reports are due each quarter, at a minimum. Each report should contain the information listed below *(an Excel version of this spreadsheet will be emailed to you when execution of the agreement is complete)*.
 - a. Database containing service provided; number of participants; male and female breakdown; number of sessions; attendance; copies of entrance and post exams; and absences.
 - b. Furnish a copy of an entrance and post tests for each attendee.
 - c. Copy of sign-in sheets of activity attendees, timecards of employees, etc.
 - d. Photographs of events, special trips, and/or training
 - e. Demographic information:
 - i. Household Size
 - ii. Household Income
 - iii. Are the household members Hispanic or Latino?
 - iv. Race/Ethnicity (see list below)
 - White/Caucasian
 - 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
 - v. Household's Average Median Income.
 - vi. Is the Head of Household a Female (yes or no)
2. In addition to the monthly/quarterly reporting required, the sub-recipient shall provide the Grantee with an end of year report, no later than [insert date]. Reporting forms will be emailed to you by City Housing staff to complete and return.
3. Submittal of a six-month outcome report for clients served (beginning with last month of assistance), when possible.

EXHIBIT C-2

Reporting

Clientele Data Collection Form

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

City of Merced

HUD Clientele Race and Ethnicity Data Collection Form

Program Name: _____

HUD collects this information to ensure nondiscrimination and equal opportunity in its funded programs. Information collected will remain private and confidential.

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

I live in the City or County of Merced _____

CITY

COUNTY

Head of household? _____

YES

NO

I am/identify as: _____

MALE

FEMALE

Household size - include any children: _____

Persons in household

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: _____)

Reporting

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

[illegible]

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Habitat for Humanity, Merced/Stanislaus Counties

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 831

6 City, state, and ZIP code

Modesto, CA 95353

7 List account number(s) here (optional)

Requester's name and address (optional)

See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

7	7	-	0	2	3	3	5	1	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign
Here**Signature of
U.S. person ►

Date ►

10/17/23**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Habitat
for Humanity®
Merced/Stanislaus Counties

P.O. Box 831
Modesto, CA 95353
Phone: (209) 575-4585
Fax: (209) 575-0755
www.hfhmsc.org

10/13/2023

Re: Client Information Storage

Dear Kim,

Habitat for Humanity Merced/Stanislaus Counties does not store any information digitally for clients from the City of Merced. We have paper files for all our clients. We have photocopies of original documents. The files are kept in a locked room with fireproof locking file cabinets.

We meet with the clients in person. Their information is either mailed to us using the United States Postal Service or the clients visit our office. Occasionally, we have met them at their homes to assist with the completion of the application. We have the same protocol for those who are in our housing counseling program.

Sincerely,

Anita Hellam
CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P. O. Box 873401 Kansas City, MO 64187-3401	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C, No, Ext): 888-553-9002 FAX (A/C, No): 913-652-3967 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"><tr><th>INSURER</th><th>NAIC #</th></tr><tr><td>INSURER A: Ace American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Property & Casualty Insurance Co.</td><td>20699</td></tr><tr><td>INSURER C: Ace Property and Casualty</td><td>20699</td></tr><tr><td>INSURER D: Bankers Standard Insurance Company</td><td>18279</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER	NAIC #	INSURER A: Ace American Insurance Company	22667	INSURER B: ACE Property & Casualty Insurance Co.	20699	INSURER C: Ace Property and Casualty	20699	INSURER D: Bankers Standard Insurance Company	18279	INSURER E:		INSURER F:	
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INSURER D: Bankers Standard Insurance Company	18279														
INSURER E:															
INSURER F:															
INSURED Habitat for Humanity, Stanislaus County DBA Habitat for Humanity Merced/Stanislaus Counties PO Box 831 Modesto, CA 95353															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired & non-owned <input type="checkbox"/> Auto Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	GL1064486-23	04/01/2023	04/01/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 0</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/POP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 0	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/POP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																			
MED EXP (Any one person)	\$ 0																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COM/POP AGG	\$ 2,000,000																			
	\$																			
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		H08783020-10	04/01/2023	04/01/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		UM1064486-23	04/01/2023	04/01/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$								
EACH OCCURRENCE	\$ 1,000,000																			
AGGREGATE	\$ 1,000,000																			
	\$																			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		C69321938	04/01/2023	04/01/2024	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
A	Builder's Risk - Special Form		BR1064486-23	04/01/2023	04/01/2024	<table border="1"><tr><td>Limit</td><td>\$10,000,000</td></tr><tr><td>Deductible</td><td>\$5,000</td></tr></table>	Limit	\$10,000,000	Deductible	\$5,000										
Limit	\$10,000,000																			
Deductible	\$5,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER 1064486 City of Merced 678 W. 18th Street Merced, CA 95340	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Pat D. O'Farrell</i>
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