

**Subrecipient Agreement between
The City of Merced and
Dr. Jennifer M. Jones Foundation
for the
Community Development Block Grant
“Legacy Fund” Public Service Program**

THIS AGREEMENT, entered this ____ day of _____, 2026, by and between the City of Merced (herein called the “Grantee” and/or “City” and/or “City of Merced Housing Division”) and Dr. Jennifer M. Jones Foundation (herein called the “Subrecipient”).

WHEREAS, the Grantee applied for and received funding from the United States Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, under Community Development Block Grant No. B-25-MC-06-0044, 14.218-Entitlement Grant Program, administered by HUD (“CDBG”), with a Federal Award Date of January 13, 2026; and,

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

WHEREAS, Grantee adopted the 2025-2029 Five-Year Consolidated Plan on June 16, 2025, which identifies prioritized community needs and strategized goals and objective categories that the City of Merced intends to address and concentrate its annually allocated HUD funding towards; and,

WHEREAS, in response to the City’s Notices of Funding Availability published in the Merced Sun-Star and Merced County Times newspapers, Grantee received an application from Subrecipient proposing to administer a multi-level public services program targeting individuals and families residing within the City of Merced who are at imminent risk of becoming homeless or are currently homeless; and,

WHEREAS, on June 16, 2025, the City approved an allocation of \$44,059 of its CDBG funds, through the Program Year 2025 Annual Action Plan, to provide funding for the proposed program; and,

WHEREAS, the proposed multi-level Public Services program aimed primarily to prevent homelessness is an eligible use of CDBG funds, pursuant to 24 CFR 570.201 and the exclusions provided in 24 CFR 570.207(b)(4); and,

WHEREAS, Grantee has determined, and Subrecipient certifies, that the provision and operation of the proposed program pursuant to this Agreement furthers the needs of the City as well as the policy and intent of the City's CDBG Program's goals and objectives as identified in the City's 2025-2029 Consolidated Plan and 2025 Annual Action Plan; and,

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

WHEREAS, Subrecipient agrees to comply with all relevant CDBG regulations under 24 CFR Part 570, as well as all relevant guidelines and regulations governing the use of Federal funds, including, but not limited to 2 CFR Part 200; 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 SERVICES. The Subrecipient will be responsible for administering and providing the below-described multi-level CDBG Public Services Program ("Program") spanning the 2025 Program Year in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The Program will be operated within the City limits of Merced for the benefit of income eligible program participants living within the city limit boundaries, not including County islands, and will deliver services primarily related to preventing homelessness.

Such program implementation will include, but not be limited to, the activities eligible under the CDBG Program described in this Agreement. In addition, in compliance with the Primary Objectives contained in 24 CFR 570.200 (a)(3),

Subrecipient will ensure that a minimum of seventy percent (70%) of the total CDBG funding provided shall be expended to benefit low- to moderate-income persons in carrying out one of the three National Objectives described in 24 CFR 570.208 and Section I.B. below.

A. ACTIVITIES. CDBG funds totaling \$44,059, referenced above and further herein, shall be directed toward the following deliverables:

- (i) Activity #1: Emergency Subsistence Payments (arrears and current-month rent, mortgage, and gas/electric utilities assistance for up to three consecutive months) - Subrecipient must utilize the funds in accordance with the applicable CDBG funding regulations, requirements, and general activity delivery for the Program. Eligible reimbursements include payments made to a provider for a household's past due and current gas/electric utilities, rental housing fees, and/or mortgage loan payments (principal and interest only; not including the escrow portion of the mortgage payment).

For utility payments, Subrecipient is to use the statement date to determine the month of assistance, and for rent and mortgage housing payments, the month it is due.

Assistance is allowed for up to three consecutive months per client/household from the date of the first payment, *including* skipped months. The first payment may include all arrears to date and restore the household's account(s) to current status.

The start of the period of three consecutive months is directly related to when payments are made from the CDBG funds provided (not when arrearages began and accumulated). As such, the three-month period begins when the first payment is made to the Provider (the Provider is the landlord/management company, mortgagee/bank, or utility company).

The first month's payment shall prioritize the complete payment of electric/gas utility, rent, and/or mortgage loan arrearage(s) which cause the household to need emergency assistance. To effectively assist each household, arrearages should be completely paid, with the goal to stabilize their temporary financial crisis and rectify the immediate risk of homelessness. Thereafter, if the participant needs further stabilization while resolving their temporary financial

situation, subrecipient may then assist the resident with additional payments to the provider up to the end of the consecutive three-month maximum period of assistance. If the second month is skipped, the household may be assisted on or during the third month, but no further (maximum of three consecutive months).

Grant assistance is not income and shall not be disbursed directly to the client; rather, the Provider bill shall be paid directly on behalf of the client by the Subrecipient. Thereafter, Subrecipient will submit an invoice to the Grantee for reimbursement of the assistance that was paid on behalf of the client.

Proper and thorough backup documentation, including proof of payment received by the provider for all requested reimbursements and amounts shall be provided with the reimbursement request, and accuracy of all calculations shall be ensured before its submittal.

- (ii) Activity #2: One-time Emergency Rehousing Deposit Assistance – Subrecipient must utilize the funds in accordance with the applicable CDBG funding regulations, requirements, and general activity delivery for the Program. Eligible reimbursements include one-time cleaning/security deposits, miscellaneous necessary move-in fees, application fees, credit report fees, and payments of the first “upfront” monthly rental fees that may be required to establish housing for clients who have lost their housing. Such clients must have sufficient income, that will enable the client to successfully pay rent each month once moved in (and if applicable, other project- or tenant-based voucher assistance approved and immediately available to use). The client receiving the rehousing deposit assistance must be the primary or co-applicant name on the rental agreement.

Subrecipient must document the reason or circumstances the client lost their previous housing. If it was due to a loss of income, clients shall have re-established sufficient income to pay future rents in order to be assisted (or have financially recovered from other emergency circumstances).

Security deposits are provided as a grant to the Program. The assistance provided to the client is not income and shall not be

disbursed directly to the client; rather, a provider (agent/landlord/owner) shall be paid directly on behalf of the client.

Proper, thorough backup documentation, including proof of payment received by the provider and reason for need, for all requested reimbursements and amounts shall be provided, and accuracy of all calculations shall be ensured before submitting all invoices.

The rental agreement shall be provided as backup documentation when requesting reimbursement.

Program Income: In the event any part or whole of deposits are returned to the Subrecipient by a landlord or other provider, the Subrecipient shall manage these funds as program income (PI) and shall re-use the funds for the same purpose and client LMI income level requirements. If PI is received, thereafter the Subrecipient shall provide thorough monthly report(s) to the Grantee of all PI received and reused and provide printed documentation of financial management records, including but not limited landlord check stub, Subrecipient deposit/bank records, and ledger reports, as well as documentation on new clients receiving the new assistance, until the PI is thoroughly expended to a zero balance.

- (iii) Activity #3: Case Management and Supportive Services – Subrecipient staff will provide housing advocacy and case management in order to stabilize housing, which includes individually assessing clients to identify the specific barriers to housing stability a client is experiencing.

Supportive services will include but not be limited to: housing navigation, credit repair, establishment of attainable goals, wellness improvements, outreach services, referrals to other programs if appropriate, landlord mediation, and housing habitability walk-throughs.

The Subrecipient will provide advocacy to the client for food and medical instability, substance abuse, personal education and grooming skills, connections to legal services, and infectious disease healthcare referrals (ex., HIV/AIDS).

Services will also include advocating for clients to find temporary housing options while they are in the process of finding, applying for, and moving into permanent housing. For homeless clients, this will include the addition of supportive housing services to help them work on the personal issues that will help them become eligible for low-income permanent housing.

Assistance cannot be provided for the cost of motel or hotel vouchers.

Subrecipient may log and charge mileage to the program as a direct cost, for all vehicle miles directly attributed to the program.

Subrecipient may log direct hours of employees assisting clients and be reimbursed for all eligible payroll costs incurred for the direct hours. Subrecipient shall submit thorough backup documentation, including weekly/biweekly timesheets, paycheck stubs, and payroll summaries documenting rate of pay, payroll taxes paid, and direct hours ratios to total hours worked as a ratio or percentage of total time.

- (iv) Activity #4: Administrative Activities and Statistical and Income Eligibility Recordkeeping – Subrecipient shall collect racial and ethnicity group demographic data, income level, and other HUD-required statistical information on each client to ensure that the primary beneficiaries of CDBG funding are homeless and low- to moderate-income individuals and households living within the City of Merced (refer to forms attached hereto in Exhibits C-1 through C-4).

Client income shall be reported at the following levels of Area Median Income (AMI): 0-30% AMI, 31-50% AMI, 51-80% AMI, and 81% and over. Subrecipient shall use the Annual CDBG Income Limits found on the HUD user website (<https://www.huduser.gov/portal/datasets/cdbg-income-limits.html>).

Subrecipient shall submit required reporting documentation, which includes identifying client income category qualifications as a percentage of Area Median Income (AMI), ethnicity and racial group, gender, head of household, and other information HUD

requires for the “Public Service” accomplishment reporting. This reporting shall be performed monthly and at year-end.

Subrecipient may be log and be reimbursed for all eligible payroll costs incurred for the direct hours spent on recordkeeping activities for the program. Subrecipient shall submit thorough backup documentation, including weekly/biweekly timesheets, paycheck stubs, and payroll summaries documenting rate of pay, payroll taxes paid, and direct hours ratios to total hours worked as a ratio or percentage of total time.

B. SERVICES PROVIDED. Services to be provided with this Agreement by the Subrecipient as subparts of the above main activities shall include the following:

- (i) Emergency Rental Assistance - Arrange for the payment directly to housing providers (agents/landlords/owners) of arrears and/or current rent amounts and related fees that very low- to moderate-income individuals or families are unable to pay, in whole or in part, due to documentable job loss and/or other unforeseen income-impacting hardship or circumstance in order to avoid loss of housing/eviction. Emergency rental payments shall only be dispersed on behalf of a renter when other Federal or other financial sources are not available for the same purpose, or to fill the gap of unmet need in combination with other funding sources, to avoid duplication of benefits.

- (ii) Emergency Utility Assistance - Arrange for the payment directly to local gas and electric utility service providers (“utility providers”) of current and/or arrears monthly gas and/or electric utility service bills and related charges (i.e., charges to reconnect service after shut-off for non-payment) that a tenant or homeowner (“account holder”) are unable to pay, in part or in whole, due to documentable job loss or other unforeseen income-impacting hardship or circumstance, in order to avoid loss of electricity and propane/natural gas for cooking/cooling/heating/sanitation. Emergency utility payments shall only be paid to utility providers on behalf of an account holder for their primary residence over a maximum period of up to three consecutive months per household, less any amount paid to utility provider to reconnect the service(s). Emergency utility payments shall only be disbursed on behalf of the account holder when other Federal or other financial sources

are not available for the same purpose, or to fill the gap of unmet need in combination with other funding sources, to avoid duplication of benefits.

- (iii) Emergency Rehousing Deposit Assistance - Arrange for the provision of safe housing for individuals and families, including payment of security deposit and all related move-in fees required to be paid directly to the housing provider (agent/landlord/owner) in order to for the individual/family to establish or re-establish stable housing. Such emergency rehousing deposit assistance shall only be disbursed on behalf of a renter/household when other Federal or other financial sources have not been applied for and are not available for the same purpose, to avoid duplication of services.
- (iv) Case Management and Supportive Services – Assess clients current housing needs to help stabilize housing situation. Assist client with supportive and housing advocate services such as: credit report review, create individual housing plan, housing navigation, housing habitability walkthrough, landlord conferencing, wellness coordination.
- (v) Data Collection and Reporting – Collect and report demographic, income, and other HUD-required statistical information on each client for each household served. This is to ensure that the primary beneficiaries of funding are low- to moderate-income individuals and households.

C. PROGRAM DESCRIPTION, ELIGIBILITY, AND NATIONAL OBJECTIVE. All activities funded with CDBG funds must be an eligible use in accordance with the regulations at 24 CFR 570.201-570.207 and must meet one or more of the three primary National Objectives, as defined in 24 CFR 570.208: 1) Activities benefiting low-and moderate-income persons; 2) Activities aiding in the prevention or elimination of slums or blight; or, 3) Activities designed to meet community development needs having a particular urgency.

Accordingly, the Subrecipient agrees that the Program shall meet the following National Objective, eligibility citation, reporting matrix code, and other parameters:

- Type of Program: Public Service
- National Objective: Low/Mod Limited Clientele Benefit (LMC) - 24 CFR 570.208(a)(2)(i)(C) – Benefitting 100% Low-Mod Clientele
- Subrecipient shall serve exclusively low- to moderate-income persons/households in order to ensure the National Objective is met.
- Eligibility Citation: 24 CFR 570.201(e) and 24 CFR 570.207(b)(4)
- IDIS Matrix Code/Category: 05Z/Other Public Services
- Accomplishment Type: 01 People
- Service Area: City of Merced (City-wide) - Participants must reside within the City of Merced city limits.
- CPD Performance Measurement System: *Objective*: Creating Suitable Living Environments; *Outcome*: Availability/Accessibility; *Indicators*: 1) Number of persons and households assisted, 2) Income levels of persons/households assisted (0-30%, 31-50%, and 51-80% AMI); 3) Race, ethnicity, head of household, gender, and disability data; and 4) Homeless Prevention: number of persons and households prevented from becoming homeless.
- Non-Profit Organization Type: Section 501(c)(3) Public Charity
- Program Location: Services will be administered from the primary business address of 535 W. 26th Street, Merced, California 95340.
- Mailing Address: 3144 North G Street Suite 125 PMB 208, Merced, California 95340
- Employer Identification Number (EIN): 82-3276958
- Universal Entity Identification (UEID) Number: ZJAUG1PE9YQ8

The Subrecipient certifies that the Program activities that will be carried out under this Agreement will meet the primary National Objective to benefit low- and moderate-income persons, under the criteria of Low/Mod Limited Clientele activity listed at 24 CFR 570.208(a)(2)(i)(C), in that the activity is limited exclusively to low- to moderate-income persons, demonstrated by requiring information on family/household size and household income (income certification), so that it is evident that the clientele are persons whose family income does not exceed the current low- and moderate-income limit (not more than 80% of AMI). As such, the Program will focus its services on those who need assistance the most in the community.

In meeting this objective, all clients participating in the Program shall provide information of family household size and provide source documentation of total household income eligibility using income tax returns, paycheck stubs, public assistance documentation, and any other proof of income.

Though some of the clientele served with this Program may also qualify under the 570.208(a)(2)(i)(A) “presumed benefit” test for this National Objective (those who are generally presumed to be principally low and moderate income under one or more of the following categories: abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate persons, persons living with AIDS, or migrant farm workers), mixing of LMC benefit categories shall not occur within the same Program, per HUD. Therefore, all clients served shall be screened for income eligibility as described above.

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

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 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:

- (i) Objective: Objectives are framed broadly to capture the range of community impacts that occur as a result of program activities. This Program shall meet the following objective measurement:
 - *Creating Suitable Living Environments*: this objective relates to activities designed to benefit LMI communities, families,

or individuals by addressing issues in their living environment.

- The objective of the Program is to assist with issues that may be creating barriers to housing for Merced residents, as well as locating suitable housing options.

(ii) 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. This Program shall meet the following outcome measurement:

- *Availability/Accessibility*: applies to activities that make services, infrastructure, public services, housing, or shelter available or accessible to LMI people, including people with disabilities. Accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- The primary performance outcome of this Program is to help make accessing housing more available, accessible, and affordable for Merced residents.

(iii) Indicators: HUD requires reporting of data elements relevant to most HUD-assisted activities that indicate the ability of the Program to carry out the primary objectives of CDBG programs. As such, the Subrecipient shall report the following data in monthly and yearly reports (refer to forms attached hereto as Exhibits):

- Amount of other funds leveraged for this activity, including other Federal, State, local, or private sources, if any.
- The number of households and persons assisted as separate data points (number of households and the number of people in each household, including children under 18).
- List income levels of persons and/or households assisted by: 30 percent, 50 percent, or 80 percent of area median income (AMI).
- Race, ethnicity, head of household gender, and disability data elements for each individual directly assisted with and benefitting from this Program.

- Homeless Prevention: number of persons and households prevented from becoming homeless.
- (iv) Expected Outcomes: The Program is expected to meet the following outcome indicator elements:
- Provide short term (maximum three months) emergency rental/utility assistance and rental security deposit assistance to a minimum of 15 at-risk LMI and/or homeless individuals. Also provide the number of households. (Goal 3D – Homelessness Prevention).
 - Provide case management and supportive services to a minimum of 50 households. Also provide number of persons per household. (Goal 3D – Public Services Activities for Low/Mod Housing Benefit).

The Subrecipient is encouraged to use the Homeless Management Information System (HMIS) and Coordinated Entry Self-Assessment (CES) or similar shared databases, as well as in-house assessment and verification tools to capture and record participant information, as needed, to track and coordinate services provided to homeless and LMI individuals between agencies and other service organizations.

The Subrecipient shall set attainable goals showing the number of individuals to be served and the expected success rate.

A final report showing the goals created by Subrecipient shall be submitted by the 1st of each June (Year-End) and shall include the outcome of the program including challenges, successes, and reason(s) for not attaining set goals, if applicable.

II. TERM OF PERFORMANCE. Eligible program expenses for the activities and services carried out by the Subrecipient shall be considered to start on July 1, 2025 (start of 2025 Program Year) and end on June 30, 2026. All invoices for reimbursement of eligible expenses and reporting of participant/beneficiary data for the Program shall be submitted to the City of Merced Housing Division monthly, with the final monthly invoice for the program submitted at the earliest possible time, but no later than June 1, 2026.

The term of this Agreement shall be extended upon written request to allow the Subrecipient time for any additional final invoicing and/or reporting of remaining participant/beneficiary demographic data for those served during the last month of the Program Year (June 2026), and/or any corrections thereof, and to cover any additional time during which the Subrecipient remains in control of CDBG funds or other CDBG assets after June 30, 2026, including any program income received.

III. PROGRAM REPORTING AND MONITORING.

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

- A copy of any distributed materials to inform clients of the services.
- Explanation of efforts made to notify special populations (homeless, illiterate, elderly, non-English speaking, including Hmong and Spanish speaking, etc.) of services offered.
- Monthly reports, until funds are fully expended, which shall include but not be limited to progress made to date, number of individuals served, narrative of any notable successes or incidents, and justification for lower or higher than expected clientele counts, in providing the services specified in Section I: Scope of Service, of this Agreement.
- Monthly reports of the HUD-required demographic and income information regarding persons assisted by the Subrecipient through this Agreement, including those forms attached hereto as Exhibits.
- In addition to the monthly reporting required, the Subrecipient shall provide the grantee with an End of Year report, using the forms attached hereto as exhibits to this agreement, and any additional forms as requested.

B. PERFORMANCE MONITORING. The Grantee will monitor the performance of the Subrecipient against goals and performance measurements 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.

IV. BUDGET. The following proposed budget shall be adhered to, unless amended:

<u>Budget Item:</u>	<u>Amount:</u>
Personnel: Direct Hours	\$15,000
Indirect or Direct Operating Cost: Insurance	\$15,000
Direct Cost: Mileage	\$ 2,000
Direct Cost: Rental//Utility/Deposit Assistance	<u>\$12,059</u>
TOTAL BUDGET	<u>\$44,059</u>

Indirect costs are allowed to be charged to Activity #4 and shall be limited to a maximum of 15 percent (15%) of the direct costs charged to the Program (refer to Section IX below).

If Subrecipient has no expenses to charge as indirect costs or does not fully use the 15 percent that is allowed, then all remaining funds shall be prioritized towards the Direct Costs of carrying out the Program. Any indirect costs charged must be consistent with Section VIII.C.(ii).

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any necessary adjustments to the initial estimated budget must be formally requested in writing by the Subrecipient and submitted to the Housing Division, with reasons stated therein, and shall be approved by the Grantee before effective.

V. PAYMENT. It is expressly agreed and understood that the total amount to be reimbursed by the Grantee for costs incurred by the Subrecipient under this Agreement shall not exceed \$44,059.

Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph V herein and in accordance with performance. Each draw-down request shall be accompanied with an invoice itemizing all program expenses, previously drawn program grant funds, thorough backup documentation for each expense (including weekly/biweekly timesheets documenting direct program hours worked), supporting expenses and calculations, and amount of program funds being requested.

The Subrecipient will ensure that all calculations are correct and directly related to this Program before submitting for reimbursements. Regarding rounding and the use of electronic spreadsheets, Grantee will hand-verify all spreadsheet totals that are

submitted as backup documentation to the requested reimbursement amount. The City will not reimburse any request for which backup documentation totals *less* than the requested reimbursement, and will, in a timely manner, request expedited correction of the backup information that contains the error. As such, Subrecipient shall endeavor to ensure that all backup totals equal the reimbursement requested. It shall be the discretion of the City whether to request corrections for backup documentation rounding (or other errors) that total *more* than the requested reimbursement.

No amount of reimbursement will be granted for paid time off for any employees of the Subrecipient (all staff hours charged shall be direct work to carry out the Program); and all amounts and invoices shall be related to the Subrecipient's direct labor, supplies, and materials for the Program.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.

To facilitate the invoicing process, the Subrecipient shall meet with the City of Merced Housing Division prior to execution of this agreement to review and discuss: 1) requirements for reimbursement of invoices; 2) qualifying expenses; and, 3) allowable direct administration expenses per 2 CFR part 200.

Date of Meeting: 8/26/2025

Housing Staff initials: _____

Subrecipient initials: _____

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

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

GRANTEE

Kimberly Nutt
Housing Program Supervisor
City of Merced

SUBRECIPIENT

Dr. Jennifer M Jones
Chief Executive Officer
Dr. Jennifer M Jones Foundation

678 West 18th Street
Merced, CA 95340
(209) 385-6863
nuttk@cityofmerced.gov

535 West 26th Street
Merced, CA 95340
(323)571-6984
DrJenniferJones@lproject.org

Staffing

The Subrecipient will dedicate the following staffing to the Program:

Program Oversight (Main):	Dr. Jennifer M Jones, President/CEO
Program Oversight (Alternate):	Dr. Sonja Houston, Executive Director
Daily Operations:	Dr. Sonja Houston and Destiny Yanez
Financial Management:	Dr. Jennifer Jones and Dr. Sonja Houston

VII. GENERAL CONDITIONS.

A. GENERAL COMPLIANCE. The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 (including Subpart K), except that:

- (i) The Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604; and,
- (ii) The Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

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

B. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Worker's Compensation Insurance, as the Subrecipient is an independent contractor.

C. INDEMNITY/HOLD HARMLESS. Except as to the sole negligence or willful misconduct of the City, the Subrecipient shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold the City, its officers,

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

D. **INSURANCE AND 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 2 CFR Part 200.

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.

- (i) **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Subrecipient's indemnification obligations.

- (ii) **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.
- (iii) **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.
- (iv) **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.
- (v) **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.

- (vi) **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 ("PII") 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 benefits 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:

- (i) 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.
- (ii) 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.
- (iii) 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).
- (iv) Document Analysis and Recordkeeping: Maintain the resulting calculation of unmet need and related documents in the program record.
- (v) Total Assistance: The total assistance provided to the beneficiary must be less than or equal to the unmet.

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

F. **GRANTEE RECOGNITION.** The Subrecipient shall 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.

- (i) For Cause. The City may suspend or terminate this Agreement immediately if Subrecipient materially fails to comply with any terms of this Agreement, including but not limited to:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Improper use of Grant Funds provided under this Agreement; and
 - d. Submission of reports that are incorrect or incomplete in any material respect.

- (ii) 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.

- (iii) **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.

- (iv) **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.

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

VIII. ADMINISTRATIVE REQUIREMENTS.

A. FINANCIAL MANAGEMENT

- (i) **Accounting Standards.** The Subrecipient agrees to comply with 2 CFR part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- (ii) **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.
- (iii) **Cost Principles.** The Subrecipient shall administer its program in conformance with 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.
- (iv) **Use of Grant Funds.** Except as otherwise limited by this Agreement, Grant Funds shall be used exclusively to implement the Program and carry-out the Services. Grant Funds shall not be

used as security or to guarantee payments for any non-program obligations, nor as loans or grants for non-program activities. All bank accounts for Subrecipient shall be non-interest bearing and Subrecipient agrees that it shall not use Grant Funds to pay for entertainment, meals, or gifts.

- (v) Budget. Subrecipient hereby certifies and agrees that Grant Funds shall be used exclusively as described in the Proposed Budget, attached hereto and incorporated herein by reference. Subrecipient shall not make expenditures that deviate from the Budget without prior written approval of the City. City staff may approve Budget modifications to this Agreement for the movement of funds within the budget categories when such modifications: (i) remain in compliance with HUD and Grantee requirements; (ii) do not alter the amount of compensation subject under this Agreement; (iii) will not change the Program goals or scope of services; and (iv) are in the best interests of the City and Subrecipient in performing the scope of services under this Agreement.

B. DOCUMENTATION AND RECORD KEEPING.

- (i) Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records which demonstrate compliance with 24 CFR 570.503(b)(7) or 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
 - e. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
 - f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
 - g. Financial records as required by 24 CFR 570.502 and 2 CFR part 200.

- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
 - i. If the services of other businesses within the City of Merced are used in the implementation of this program and reimbursement for those services is requested, business license records of such businesses shall be provided. Subrecipient may contact either the Finance Department or Housing Division to verify current business license status.

- (ii) **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.

- (iii) **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.

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

- (v) 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.

- (vi) 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 \$1,000,000 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.

- (i) **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.
- (ii) **Indirect Costs** HUD defines indirect costs as those “serving common or joint objectives of the organization as a whole,” and shared across multiple programs or cost centers, such as: rent, utilities, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; or, purchases, transportation, and staff expenses that benefit multiple program areas. Therefore, indirect costs do not directly benefit a particular program or activity. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan per HUD Guidelines, using one of three alternative methods for allocating direct costs (Simplified Allocation Method, Direct Allocation Method, or ‘De Minimis’ Indirect Cost Rate) for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
- (iii) **Payment Procedures.** The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income

balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

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

D. PROCUREMENT

- (i) **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.
- (ii) **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 part 200.
- (iii) **Travel.** The Subrecipient shall obtain written approval from the Grantee for any travel costs, per Section 2 CFR 200.474 "Travel Costs," using funds provided under this Agreement. When requesting reimbursement for such travel costs, a mileage log showing origination and destination addresses of all trips (including multiple billable destinations in one day), current mileage rate, total mileage, dates of travel, and name(s) of traveler(s) shall be submitted as required backup documentation.

E. USE AND REVERSION OF ASSETS.

- (i) 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.

- (ii) The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200 and 24 CFR 570.502-570.504, as applicable, which include but are not limited to the following:
- (iii) 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.
- (iv) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee.

IX. PERSONNEL & PARTICIPANT CONDITIONS.

A. CIVIL RIGHTS.

- (i) **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.

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

- (i) **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.

- (ii) **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.
- (iii) **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.
- (iv) **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.
- (v) **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.

- (vi) **Subcontract Provisions.** The Subrecipient will include the provisions of Paragraphs X.A. (Civil Rights) and X.B. (Affirmative Action) in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. EMPLOYMENT RESTRICTIONS.

- (i) **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.
- (ii) **Labor Standards.** To the extent that the following labor standards are applicable to the execution of the Program, or any work funded by the grant funds, Subrecipient agrees to comply with the following:
 - a. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of 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 Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the

regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- c. **Advice of Prevailing Wage:** Pursuant to Section 1781 of the Labor Code, Consultant/Contractor is advised that the work contemplated in this Agreement may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law. The prevailing wage of each job classification may be found by inquiry with the California Department of Industrial Relations. 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.

(iii) "Section 3" Clause.

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

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

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

income persons residing in the City Limits of Merced in which the project is located.”

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

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

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

- c. Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 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.

- (i) 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.
- (ii) Subcontracts.
 - a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.
 - b. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure 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 Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this

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

- e. **Debarred Contractors.** Per Executive Order 12549, "Debarment and Suspension" (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.
- (iii) **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.
 - (iv) **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 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.

d. The Subrecipient must immediately disclose, in writing to the City, all violations of Federal criminal law involving fraud, bribery, gratuity, or other violations potentially affecting the subject funding and/or Program, pursuant to 2 CFR 200.113.

(v) Lobbying. The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; 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.

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

- (vii) **Religious Activities.** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Agreement. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of HUD-funded programs or services. Additionally, Subrecipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

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

A. **AIR AND WATER.** The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Environmental criteria and standards listed at 24 CFR 58.5(i), which includes the consideration of radon gas in rehabilitation activities and compliance with the guidance provided in HUD Notice CPD-23-103 (Departmental Policy for Addressing Radon in the Environmental Review Process).

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

C. **LEAD-BASED PAINT.** The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-

based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- D. **HISTORIC PRESERVATION.** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

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

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

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

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

XIV. **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.

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk Date

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

BY: Craig Cornwell 2/3/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

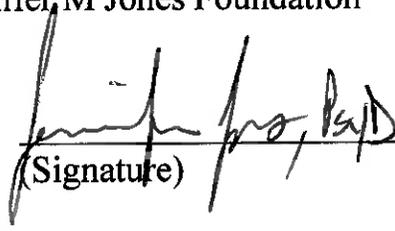
BY: _____
Verified by Finance Officer Date

{Signatures continued on next page}

SUBRECIPIENT:

Dr. Jennifer M Jones Foundation

BY:


(Signature)

2/12/2026
Date

Dr. Jennifer M Jones

(Typed Name)

Its:

Chief Executive Officer

(Title)

Taxpayer I.D. No.: 82-3276958

Address: 535 W 26th St

City: Merced, CA 95340

Mailing: 3144 N. G St., Ste 125 PMB 208

Merced, CA 95340

Phone: 323-571-6984

Email: DrJenniferJones@lproject.org

EXHIBIT A

Scope of Services / Implementation Plan / Project Narrative Dr. Jennifer M Jones Foundation: Legacy Fund Program Year 2025

Services Proposed:

- Arrange for the provision of safe housing for homeless individuals and families, including payment of security deposit and all other fees required by a landlord/owner, to be paid directly to the agent/landlord/owner in order to allow the individual/family to live in the space.
- Arrange for the payment directly to providers of rental housing (agents/landlords/owners) of arrears rent amounts and fees that very low- or low-income individuals/families are unable to pay due to job loss and/or other unforeseen hardship or circumstance in order to avoid loss of housing/eviction.
- Arrange for the payment directly to local gas and electric utility service providers (“utility providers”) of current and/or arrears monthly gas and/or electric utility service bills and related charges (i.e., charges to reconnect service after shut-off for non-payment) that a tenant or homeowner (“account holder”) are unable to pay, in part or in whole, due to documentable job loss or other unforeseen income-impacting hardship or circumstance, in order to avoid loss of electricity and propane/natural gas for cooking/cooling/heating/sanitation.
- Offer Case management and supportive services
- Complete demographic, income, and other HUD-required statistical information on each client will be collected for subsequent reporting purposes.

Implementation Plan:

#	Task/Activity	Description	Completion Date
1	Rental deposit payments	Pay eligible individuals’ deposits with low income	5/31/2026
2	Rental/mortgage/arrears payments	Pay eligible individuals’ rent/mortgage/arrears with low income	5/31/2026
3	Utility Arrears	Pay eligible individuals’ gas and/or electric utility arrears with low income	5/31/2026
3	Submit final invoices to City	Submit final reimbursement request(s) with backup documentation for all program and administrative costs	6/1/2026
4	End of the Year Reporting	Report demographic and income information to Housing Division	6/1/2026

Project Narrative and Explanation of Need for this Program:

Dr. Jennifer M. Jones Foundation proposes the Legacy Fund Program and is requesting \$44,059 to assist low-income families and individuals that meet HUD’s definition of “homeless” or “at risk of homelessness” to serve those who are not being served by existing programs. The organization will identify potential participants through accepting referrals, walk-ins, and phone inquiries. The program will utilize assessment tools to verify program eligibility such as:

1. Residency in the City of Merced
2. Meets LMI
3. Housing habitability standards, including environmental review
4. Once qualified, organization will determine amount of assistance.

Emergency Assistance funds can be used for short-term (maximum 3 months) rental and gas/electric utility assistance, rental security deposit assistance, staffing costs, eligible indirect costs, vehicle purchase costs, maintenance and repair

of vehicle, and mileage reimbursement. The goal is to prevent homelessness for a minimum of 15 persons and provide a minimum of 50 individuals with case management services and provide connective services to ensure housing stability.

EXHIBIT B

Budget

Dr. Jennifer M Jones Foundation
Program Year 2025

FOR SERVICE PROJECTS - CDBG ONLY
FY 2025-26 LINE ITEM PROJECT BUDGET

SUBRECIPIENT ORGANIZATION/AGENCY: Dr. Jennifer M. Jones Foundation / Legacy Project

PROJECT TITLE: Legacy Homes

Please use the following format to present your proposed line item budget. In column A, list the items for which you anticipate the need for CDBG funds. In Column B, provide the calculation explaining how you arrived at the estimated cost of the line item. In Column C, provide the projected request for CDBG funds. On Attachment C-3, provide description of other funds and volunteer and donated services/resources to be used in the project. "Other" costs must be listed and/or preapproved to be reimbursed. In order to list it here, please refer to [2 CFR Part 200 Subpart E](#) for additional help in predetermining if a cost may be eligible and/or if it must be preapproved.

A Budget Item	B Calculation	C CDBG Request
ADMINISTRATIVE COSTS - please list proposed costs and describe in Column B		Projected Cost
Total Administrative Costs:		
PERSONNEL COSTS:		
Hourly/Salary Position Job Titles	Provide rate of pay (hourly/salary) and percentage of time spent on project (full-time equivalent) or hours per week	Projected personnel cost
Program Staff Member	Direct time involved to project can be billed	15,000.00
Overtime, only if necessary to carry out project		
Fringe Benefits		
Total Personnel & Fringe Benefits Costs:		
OPERATING/DIRECT PROJECT/OTHER COSTS:	Provide brief description and how you arrive at total for each line item	Projected Operating Cost
Project Materials and Supplies		
Equipment		
Rent/Lease		
Maintenance and Repair		
Insurance	General liability, vehicle, professional	15,000.00
Publications and Printing		
Postage		
Utilities		
Telephone		
Travel (mileage) required for project	Mileage for case managers.	2,000.00
Participant Support Costs		
Other - please list below (must be preapproved to be reimbursed) Refer to 2 CFR Part 200 Subpart E for additional help in determining if a cost may be eligible		
Rapid-Re-housing/Deposits/Rental Assist.		12,059.00
Total Operating, Direct Project, & Other Costs:		
CONSULTANT CONTRACT SERVICES	Describe nature and purpose of the service	Contract cost
Total Consultant/Contract Services Costs:		
BUDGET TOTAL:		44,059.00

EXHIBIT C-1

Invoicing Invoice to Request Reimbursement for Activities

HUD Annual Plan INVOICE	Organization Name: Mailing Address: Program Name: Program Year:	Date of Invoice: Invoice Number:
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	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: _____

EXHIBIT C-2

Invoicing

Payroll Reimbursement Summary of Charges – Example

TEMPLATE - Payroll Reimbursement Request

Employee Name	ENTER Total Regular hours worked (do not include paid time off)	ENTER Total Regular hours billed to this program	ENTER Pay rate/hour (all decimal places; do not round)	Net Salary billed to program (note: do not change formula)	% of total regular hours billed to program (note: do not change formula)	ENTER Total Misc Payroll Taxes (provide backup, incl rate/formula)	ENTER: SUI paid this pp (provide backup, incl rate/formula) ENTER RATE: _____	ENTER: WC paid this pp (provide backup, incl rate/formula) ENTER RATE: _____	ENTER: Benefits - Employer portion paid this pp (do not enter employee's share)	TOTAL - Taxes & Benefits (note: do not change formula)	Total Taxes & Benefits charged to program based on % of hours worked on program (note: do not change formula)	Total Salary, Taxes, & Benefits charged to program for hours worked (note: do not change formula)
John Smith - example -->	80	25	26.000	\$ 650.00	31.250%	295.000	0.000	55.220		\$ 350.22	\$ 109.44	\$ 759.44
Jane Doe - example -->	65	35	30.000	1,050.00	53.846%	246.480	0.000	12.040		258.52	\$ 139.20	\$ 1,189.20
	1			-	0.000%					-	-	-
	1			-	0.000%					-	-	-
	1			-	0.000%					-	-	-
	1			-	0.000%					-	-	-
	1			-	0.000%					-	-	-
	1			-	0.000%					-	-	-
	1			-	0.000%					-	-	-
	1			-	0.000%					-	-	-
Total Salary charged to program:				\$ 1,700.00							\$ 248.65	
Total Taxes & Benefits charged to program:											\$ 248.65	
Total, Salary, Taxes, & Benefits charged to program this period:											\$ 1,948.65	

EXHIBIT D-1

**Reporting Requirements - General
Dr. Jennifer M Jones Foundation
Program Year 2025**

1. Progress reports are due each month. Each report should contain the information listed below, using the spreadsheet at Exhibit D-2 of this agreement (*an Excel version of this spreadsheet will be emailed to you when execution of the agreement is complete*).
2. In addition to the monthly reporting required, the sub-recipient shall provide the grantee with an end of year report. Reporting forms will be emailed to you by City Housing staff to complete and return.
3. Database containing service provided; number of participants; male and female breakdown
4. Copy of sign-in sheets of activity attendees, timecards of employees, etc.
5. Photographs of events, special trips, and/or training
6. Demographic information:
 - a. Household Size
 - b. Household Income
 - c. Are the household members Hispanic or Latino
 - d. Race/Ethnicity (see list below)
 - White
 - Black/African American
 - Black/African American and White
 - Asian
 - Asian and White
 - American Indian/Alaskan Native
 - American Indian/Alaskan Native and White
 - American Indian/Alaskan Native and Black/African American
 - Native Hawaiian/Other Pacific Islander
 - Other Multi-Racial
 - e. Household's Average Median Income.
 - f. Is the Head of Household a Female (yes or no).

