

**Subrecipient Agreement between
The City of Merced and
Boys and Girls Club of Merced County
For
The City of Merced
Community Development Block Grant
“Journey Upward Merced Program (JUMP)” Youth Enrichment Program**

THIS AGREEMENT, entered this ____ day of _____, 202__, by and between the City of Merced (herein called the “Grantee” and/or “City” and/or “City of Merced Housing Division”) and Boys and Girls Club of Merced County (herein called the “Subrecipient”).

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

WHEREAS, Grantee adopted a Five-Year Consolidated Plan on November 16, 2020, which identifies programs and planning that encourages job creation and retention, and projects for increased public services to area nonprofit agencies, particularly those programs that provide services for the homeless, youth, and seniors, as essential to the community; and,

WHEREAS, in response to the City’s Notice of Funding Availability published in the Merced Sun-Star and Merced County Times newspapers to solicit public service proposals for CDBG assistance, Grantee received an application from the Subrecipient to administer a Youth Services program to benefit low-to-moderate income (“LMI”) youth ages 13-19 within the City of Merced city limits, (hereafter collectively referred to as “Proposal” and “Program”); and,

WHEREAS, on July 5, 2022, the City approved an allocation of \$55,730 of its Community Development Block Grant funding (“CDBG”), through the Program Year 2022-2023 Annual Action Plan, to provide funding for a Youth Enrichment Program to be carried out during the 2022-23 Program Year; and,

WHEREAS, use of CDBG Funds for Youth Services benefitting low- and moderate-income youth aged 13-19 meets the Goals and Policies found in Chapter 9 (Housing Element) of the Merced Vision 2030 General Plan, adopted on July 18, 2016, by the City Council; and,

WHEREAS, currently Subrecipient holds a one-year lease agreement (with option to extend) with the City of Merced for rent-free use of McCombs Youth Center (“Center”), a City-owned property located at 615 West 15th Street, Merced, in exchange for the provision of youth-related programs and activities to the community, and in the lease, Subrecipient is provided a monetary stipend towards the costs of facility maintenance and repair; alarm, janitorial, and landscaping services; and water, sewer, electricity, and other utility services for the building and grounds. As such, Subrecipient agrees these specific costs are ineligible as a part of this Program, as are general costs necessary for the daily operation of the organization itself or the facility in providing child/youth-related activities to the community at the Center in lieu of rent; and,

WHEREAS, Subrecipient agrees provision of CDBG funds for this Program is to assist Subrecipient in expanding its current programming to serve older youth aged 13-19 years, to increase their access to positive afterschool activities, develop workforce skills, and prepare them for college exploration, admissions processes, and scholarship opportunities that otherwise may not be accessible to them; and,

WHEREAS, Grantee has determined, and Subrecipient certifies, that the provision and operation of the Program pursuant to this Agreement furthers the needs of the City as well as the policy and intent of the City’s CDBG Program’s goals and objectives as identified in the 2020-2024 Consolidated Plan and 2022 Annual Action Plan; and,

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

WHEREAS, Subrecipient represents that it has the necessary experience, expertise, qualifications, and willingness to implement this program and provide

these services in a manner satisfactory to Grantee, pursuant to the terms and conditions of this Agreement; and,

WHEREAS, Subrecipient agrees to comply with all applicable HUD regulations, including, but not limited to, those contained in 24 CFR Part 570 – Community Development Block Grants, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 2 CFR 230 et. seq., Cost Principles for Non-Profit Organizations (OMB Circular A-122); and,

WHEREAS, Subrecipient is a Non-Profit Organization exempt from Federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) and is an organization described in IRC Section 509(a)(1) and 170(b)(1)(A)(vi), and services will be delivered from Subrecipient's local primary business address of 615 W 15th St, Merced, California 95340, and EIN: 77-0357487, and DUNS No. 947173654; 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 Housing and Community Development Act of 1974. The CDBG program and funds related thereto are referred to from time to time as the "CDBG Program" or "CDBG Funds"; and,

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

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

I. SCOPE OF SERVICE

A. Program Design.

The Program carried out by the Subrecipient shall be designed and prioritized around the following problem(s), challenge(s), and/or goal(s)/solution(s) as stated by the Subrecipient in the Proposal and as excerpted and compiled here:

Problems/Challenges:

1. Opportunity gaps: "Higher-income families spend nearly seven times more on enrichment activities for their children than LMI families. This spending gap creates an opportunity gap. For instance, approximately 59 percent of school-aged children from LMI families participate in sports, private lessons, or specialized clubs compared with 84 percent from families with annual incomes of \$75,000 or more. We should not just worry about gaps in terms of access; we should also be concerned about outcomes. Enrichment activities help build human and cultural capital and develop and define children's interests, skills, and careers."
2. Youth delinquency: "The gap in time between the ringing of the last school bell and when parents arrive home from work has long been a concern of families, law enforcement, and community members due to the potential dangers and risky behaviors that take place after school. More than 15 million students are alone and unsupervised between 3 and 6 p.m., the peak hours for juvenile crime and experimentation with drugs, alcohol, cigarettes, and sex."
3. Transportation: With both working parents in an LMI household oftentimes unable to leave work without losing hourly pay, unable to afford the additional gasoline expense, or cannot afford to own a vehicle, transportation to afterschool, extracurricular sports, or other activities is often an insurmountable challenge and adds to access and opportunity gaps.

Goals/Solutions:

1. Support LMI families by providing youth enrichment programs during after school hours and non-school days that overwhelmingly benefit LMI youth to include: tutoring, homework help, literacy/writing, character development, self-sufficiency, life skills, and other similar activities that fill needed gaps and address missed opportunities in education and personal development.
2. Prepare LMI youth for jobs and college education opportunities through job-readiness, career-preparation, leadership-building, decision-making, problem-solving, critical thinking, and other similar activities, as well as assistance with developing and preparing career portfolios, college and scholarship applications, and providing the means for participation in Career Industry Days and college visitation trips.

3. Further support working LMI families through the provision of transportation as needed, including but not limited to, pickup from school to the Program location, drop-off at end of the Program day, and career/college trips.

B. Activities

General Statement: The Subrecipient will be responsible for administering and providing the Program spanning the 2022-23 Program Year in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The program will be operated within the City limits of Merced, for the benefit of City residents, and will use CDBG funds to implement the eligible activities listed in this Section.

1. Program Delivery:

Subrecipient must utilize the funds in accordance with the applicable CDBG funding regulations, requirements, and general activity delivery for the Program. The Subrecipient shall provide a safe environment for youth to participate and receive the skills and guidance necessary to address the Problems, Challenges, and Goals/Solutions presented in Section I.A. above and any individual circumstances or barriers faced by each participant.

The CDBG Allocation of \$55,730, referenced herein above, shall be directed toward the following deliverables:

Activity #1: *Enrichment Activities*: the Subrecipient will provide an afterschool/non-school day enrichment program to benefit City resident youth that are 13 to 19 years of age and from low- to moderate-income families.

Subrecipient will provide qualified staff, teaching consultants, and/or tutors for all activities as applicable and encourage participation in all activities by LMI youth. Staff will coordinate with teachers to maximize the tutoring sessions and ensure they can further the participants' success.

Eligible reimbursements include but are not limited to: participants' necessary supplies and learning materials; direct staff hourly pay/salaries; teaching consultant/tutor

fees; publication/flyer printing costs; and mileage for after-school pickups, drop-offs, or trips.

Activity #2: *Employment and College Readiness*: the Subrecipient will provide workforce, career, and college preparation activities, meant to introduce and enhance the skills needed for successful employment, college studies, and careers. To help participants explore career and education pathways, Subrecipient will seek out or set up career or industry events and arrange for college visitations for participants, including transportation. Subrecipient will guide youth in studying for standardized assessment tests such as SAT's, and preparing for career portfolios, resumes, "thank you" and other letters, personal essays for applications, and a plan for completion of high school and attendance at college/post-secondary training.

Subrecipient will provide qualified staff, teaching consultants, and/or tutors for all activities as applicable and encourage participation in all activities by LMI youth.

Eligible reimbursements include but are not limited to: direct staff hourly pay/salaries; necessary materials and supplies; and mileage to career days and college visitations.

Activity #3: *Direct Administrative/Program Delivery Costs*: Administrative costs directly related to the general delivery of this Program are reimbursable. Activity Delivery Costs are limited to 10% of the total CDBG grant.

Administrative expenses are defined by HUD as reasonable costs of overall Program management, including coordination, monitoring, and evaluation, and costs for specific goods and services specifically required to expand existing afterschool services to older youth. Salary, wages, and related costs of each person whose job

includes any Program administration assignments are reimbursable as a pro-rata share of total work hours.

As a Program Delivery Cost, reimbursable maintenance expenses are limited to Subrecipient-owned vehicles specifically used for the Program, on a case-by-case basis, and only those expenses necessary to continue the safe and efficient operating condition of the vehicle for Program use during the Term of Performance are allowable.

For allowable direct administrative funds utilized up to the 10% maximum, proper backup documentation for all requested reimbursements shall be provided, including an explanation of how the cost directly relates to Program delivery and all related rates and pro-rata calculations. Accuracy of all calculations shall be ensured before submittal of invoices.

Activity #4: *Demographic data collection, activity reporting, and submission of invoices for reimbursement:* Subrecipient shall collect and submit required documentation, which includes identifying client income category qualifications, ethnicity, race, and other pertinent information, which HUD typically requires for Public Service programs. This reporting shall be performed quarterly and at year-end.

Reimbursable costs for this activity include any staff or consultants hired or contracted by the Subrecipient to collect and track income eligibility and other required demographic data.

Specific ineligible costs for this Program: Reimbursements for rent, building maintenance, utilities, and overall Subrecipient organization operations, including indirect administrative costs such as General Liability insurance are not reimbursable. Food or personal items like clothing that the client will keep are also not reimbursable. Additionally, decals advertising and solely promoting the

Subrecipient's organization on the exterior of transport vehicles are not an allowable cost.

If a staff members' hours worked toward the Program are spread over multiple activities, Subrecipient shall track hours by activity, to aid in determining the time spent to each activity and the level of participation and benefit to youth.

Proper backup documentation for all requested reimbursements for eligible expenses shall be provided, and accuracy of all calculations, including rates and rounding of numbers on spreadsheets, shall be ensured before submittal of all invoices for any of the above activities.

2. Services Provided:

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

- a. Arrange for the provision of a youth enrichment program, by providing the appropriate educational help/tutoring, life skills, career pathway development, and enhancing college interest and preparedness, all while ensuring LMI working families can retain their jobs knowing that their children are in a safe and positive environment.
- b. Complete demographic, income, and other HUD-required statistical ethnicity information on each client will be collected for subsequent reporting purposes.

Subrecipient typically welcomes youth from both City and County jurisdictional areas. There are 51 expected youth participants and of the 51, approximately 52% are expected to be City residents.

Subrecipient shall closely track participant data to ensure that a minimum of 51% of City of Merced-residing participants are low- to moderate-income, per HUD National Objective and Grantee requirements.

C. National Objectives

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

- 1) Providing an activity benefiting low-and moderate-income persons;
or,
- 2) Aiding in the prevention or elimination of slums or blight; or,
- 3) Meeting community development needs having a particular urgency.

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

In meeting this objective, the Subrecipient shall ensure that all clients participating in the Program provide information of family size, total household income, and residence location, using paycheck stubs, public assistance documentation, and any other proof of income and residence, so that it is evident that at least 51 percent (51%) of the clientele are City of Merced residents whose family income does not exceed the low- and moderate-income limit. Subrecipient shall record income levels of participants by: 30 percent, 50 percent, or 80 percent of area median income (AMI) for reporting purposes.

D. Performance Measurement

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

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

- *Creating Suitable Living Environments* – relates to activities designed to benefit communities, families, or individuals by addressing issues in their living environment, and relating to activities that address a wide range of issues faced by LMI persons, from physical problems with their environment, such as poor-quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
2. Outcomes: Program outcomes further define activity objectives and are designed to capture the nature of the change, or the expected result of the objective, that the Program is expected to achieve. Outcomes correspond to the type of change that the City is expecting. This Program shall meet the following outcome:
- *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.
3. Indicators: The Subrecipient shall report on the following data elements for all program activities :
- Number of participants, households assisted, and household size (including multiple participants from the same household)
 - Amount of money leveraged from other Federal, State, local, and private sources, per activity.
 - Income levels of persons or households by: 30 percent, 50 percent, or 80 percent of area median income.
 - Race, ethnicity, and disability data of each individual

Additionally, the following data shall be collected and reported:

- The number of persons (unduplicated) that have been assisted with new or improved access to a service, such as youth who would not have access to the Program without the provided transportation (refer to the Goals/Challenges listed in Section I.A. above).

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

E. Program Reporting

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

- A copy of any distributed materials used to inform clients of the services.
- Quarterly reports, 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: above.
- Monthly or quarterly 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/quarterly reporting required, the sub-recipient shall provide the Grantee with an end of year report, using the forms attached hereto as exhibits, and any additional forms as requested.

F. Performance Monitoring

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

II. PROGRAM DESCRIPTION

Type of Program: Public Service

HUD-CDBG Eligible Activity: Youth Services

HUD Matrix Code: 05D

Eligibility Citation: 24 CFR 570.201(e)

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

Accomplishment Type: 01 People

Service Area: City of Merced

CPD Performance Measurement System: *Objective:* Creating Suitable Living Environments; *Outcome:* Availability/Accessibility; *Indicators:* 1) number of persons, households assisted, and household size; and 2) amount of money leveraged from other Federal, state, local, and private sources, per activity; 3) income levels of persons or households by: 30 percent, 50 percent, or 80 percent of AMI; and 4) race, ethnicity, and disability data of each individual.

III. TERM OF PERFORMANCE

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

The term of this Agreement shall be extended, upon written request and Grantee consent, to allow the Subrecipient time for any additional invoicing and/or reporting of remaining participant/beneficiary demographic data for those served during the last month of the Program (June 2023), and/or any corrections thereof, and to cover any additional time during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income, after June 30, 2023. Such extension of time shall include details of estimated completion date.

IV. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Eligible Program Activity Expenses	\$50,157
<u>Administrative Expenses (maximum)</u>	<u>\$5,573</u>
TOTAL BUDGET	\$55,730

As discussed in Program Delivery for Activity #3, reimbursable administrative expenses directly related to the Program shall be limited to 10 percent (10%) of the total budget, which is a maximum of \$5,573.

Any indirect costs charged must be consistent with the conditions of Paragraph IX(C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

V. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$55,730. Draw-downs for the payment of eligible expenses shall be made against the line items specified in Section IV herein and in accordance with performance. Each draw-down request shall be accompanied by an invoice itemizing all program expenses, previously drawn program grant funds, including thorough backup documentation, supporting expenses and all calculations, and the 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. No amount of reimbursement will be granted for paid time off for any employees of the Subrecipient; and all amounts and invoices shall be related to the Subrecipient's direct labor, supplies, and materials for the Program.

To facilitate the invoicing process, the Subrecipient shall meet with City of Merced Housing Division staff prior to the execution of this agreement, and whenever deemed necessary thereafter, to review, clarify, and discuss: 1) requirements for reimbursement of invoices; 2) qualifying and ineligible

expenses; 3) allowable administration expenses per 2 CFR part 200; or other budget or expense-related issue as may need to be resolved.

Date of Meeting: _____
Housing Staff Initials: _____
Subrecipient Initials: _____

The Subrecipient shall submit all applicable and final invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff according to the schedule described in Section III. Term of Performance. The final invoice shall be marked “final”, and all invoices shall be submitted with a “wet” signature on original invoice on single-sided paper.

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:

<u>GRANTEE</u>	<u>SUBRECIPIENT</u>
Kim Nutt	See Lee
Housing Program Supervisor	Chief Executive Officer
City of Merced	Boys and Girls Club of Merced County
678 West 18 th Street	615 W 15 th Street
Merced, CA 95340	Merced, CA 95340
(209) 388-8999	(209) 722-9922
nuttk@cityofmerced.org	seeleebgcmraced@gmail.com

Staffing

The Subrecipient will dedicate the following staffing to the Program:

Program Oversight (Main):	See Lee, Chief Executive Officer
Program Oversight (Alternate):	Eugene Drummond, Chief Operations Officer
Daily Operations/Management:	Same as above
Financial Oversight:	Same as above

VII. GENERAL CONDITIONS

A. General Compliance

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

1. The Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604; and,
2. The Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 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" and its employees shall not be employees of or have a contractual relationship with Grantee with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement,¹ life and/or medical

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

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

C. Indemnity/Hold Harmless

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

D. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage, at its sole expense, to protect assets covered under this Agreement from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

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

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

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

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

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

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

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

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

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

- a. Subcontractors' Insurance. Subrecipient shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss, which may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile

liability. Upon the City's request, Subrecipient shall provide the City with satisfactory evidence that subcontractors have obtained insurance policies and coverages required by this section.

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

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

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

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

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

E. Duplication of Benefits

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

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

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

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

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

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

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

F. Grantee Recognition

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

G. Amendments

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

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

H. Suspension or Termination

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

1. For Cause.

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

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

2. For Cause - Additional Remedies.

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

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

3. Availability of Funding.

The City's allocation of funding to Subrecipient pursuant to this Agreement is contingent upon the availability to the City of Grant Funds and continued authorization for program activities by HUD. In the event of funding reduction, the City may reduce the budget for this program as a whole or as to cost category, and may, at its sole discretion, limit Subrecipient's authority to commit and spend funds, and may restrict Subrecipient's use of both its uncommitted and its unspent funds. Should funding change, the City may suspend the operation of this Agreement for up to sixty (60) days, upon three (3) days written notice to Subrecipient of its intention to so act. In no

event, however, shall any revision made by the City affect expenditures and legally binding commitments made by Subrecipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

4. Without Cause.

Notwithstanding any other provision of this Agreement, this Agreement may be terminated for convenience, in accordance with 24 CFR 85.44, by either Party, upon thirty (30) days written notice to the other Party, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

5. Costs Following Termination.

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

I. Inconsistent or Conflicting Terms in Agreement and Exhibits

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

unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

J. Ambiguities

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

K. Venue

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

L. Authority to Execute

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

M. Counterparts

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

N. Electronic Signatures

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

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards.

The Subrecipient agrees to comply with 2 CFR Part 200 and 24 CFR 84.21–28 and to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Revenue Disclosure Requirement.

Subrecipient certifies that it has previously filed with the City a written statement listing all revenue received, or expected to be received, by Subrecipient from federal, state, city, county sources, or from other governmental agencies, and applied or expected to offset, in whole or in part, any of the costs incurred by Subrecipient in conducting current or prospective projects, programs, or business activities, including, but not limited to the Program. Such statement shall reflect the name and a description of such project, program, or business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency to each such project, program, or business activity, and the full name and address of such governmental agency. For those projects, programs, and business activities in which there are sources of funds from the private sector, Subrecipient shall provide proof of such funding. City shall not pay for any services provided by Subrecipient which are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting, apply to the total Program regardless of funding sources.

3. Cost Principles.

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

4. Use of Grant Funds.

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

5. Budget.

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

B. Documentation and Record Keeping

1. Records to be Maintained.

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records which demonstrate compliance with 24 CFR 570.503(b)(7) or 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.

- e. Records which demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- g. Financial records as required by 24 CFR 570.502, 2 CFR part 200, and 24 CFR 84.21–28.
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

If the services of other businesses within the City of Merced are used in the implementation of this Program and reimbursement for those services is requested, business license records of such businesses shall be provided. Subrecipient may contact either the City Finance Department or Housing Division to verify current business license status.

2. Retention.

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

3. Client Data.

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

4. Disclosure.

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

5. Close-outs.

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

6. Audits & Inspections.

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

As a non-Federal entity, Subrecipient is subject to all applicable provisions under 2 CFR Part 200 Subpart F – Audit Requirements. As such, pursuant to 2 CFR 200.501(d), an exemption from Federal audit requirements is provided to non-Federal entities when expending less than \$750,000 during their fiscal year in total Federal funding. A non-

Federal entity (NFE) is defined as “a State, local government, Indian tribe, Institution of Higher Education (IHE), or non-profit organization that carries out a Federal award as a recipient or subrecipient.”

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

C. Reporting and Payment Procedures

1. Program Income.

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs.

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 will develop an indirect cost allocation plan per HUD Guidelines, using one of the three alternative methods for allocating direct costs (Simplified Allocation Method, Direct Allocation Method, or ‘De Minimis’ Indirect Cost Rate) for determining the appropriate Subrecipient’s share of

administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

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

4. Progress Reports

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

D. Procurement

1. Compliance

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

2. Office of Management and Budget Standards

Unless otherwise specified within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel costs, per Section 2 CFR 200.474 “Travel Costs,” using funds provided under this Agreement. When requesting reimbursement for such travel costs, a mileage log showing origination and destination addresses of all trips (including multiple billable destinations in one

day), current IRS standard mileage rate, total mileage, dates of travel, purpose of travel related to the Program, and name(s) of traveler(s) shall be submitted as required backup documentation.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR part 200, 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

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

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance.

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

2. Nondiscrimination.

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

3. Land Covenants.

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

4. Section 504.

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

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

B. Affirmative Action

1. Approved Plan.

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

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

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

3. Access to Records.

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

4. Notifications.

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

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

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

6. Subcontract Provisions.

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

C. Employment Restrictions

1. Prohibited Activity.

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

2. Labor Standards.

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

- a. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this

Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

- b. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
- c. Advice of Prevailing Wage: Pursuant to Section 1781 of the California Labor Code, Subrecipient is advised that the work contemplated in this Agreement may be subject to the payment of prevailing wages and all other requirements of the Prevailing Wage Law. The prevailing wage of each job classification may be found by inquiry with the California Department of Industrial Relations. Subrecipient shall comply with all laws related to the performance of public work including, but not limited to, the employment of apprentices pursuant to Section 1777.5 of the California Labor Code, work day/week hours and overtime rates pursuant to Sections 1813 and 1815 of the Labor Code and the obligation set forth in Sections 1774-1776 of the Labor Code in regards to payment of prevailing wages and to provide the Grantee and Department of Industrial Relations certified payrolls when required. A certified copy of all payroll records relative to

this project shall be submitted to the City of Merced along with the related invoice. Receipt of certified payroll records is a prerequisite to receiving payment.

- d. No Consultant/Contractor or sub-consultant/contractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No Consultant/Contractor or sub-consultant/contractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. All Consultants/Contractors or sub-consultants/contractors must furnish electronic certified payroll records to the Labor Commissioner. This requirement applies to all public works projects, whether new or ongoing. Consultant/Contractor is further advised that the work contemplated herein is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. “Section 3” Clause

a. Compliance.

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

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

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

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

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

b. Notifications.

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

c. Subcontracts.

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

D. Conduct

1. Assignability.

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

2. Subcontracts

a. Approvals.

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

b. Monitoring.

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

c. Content.

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

d. Selection Process.

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

e. Debarred Contractors.

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

3. Hatch Act.

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

4. Conflict of Interest.

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

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

5. Lobbying.

The Subrecipient hereby certifies that:

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

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

6. Copyright.

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

7. Religious Activities.

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

against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

X. ENVIRONMENTAL CONDITIONS

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

A. Air and Water.

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

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

B. Flood Disaster Protection.

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

C. Lead-Based Paint.

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

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

D. Historic Preservation.

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

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

E. Real Property.

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

XI. SEVERABILITY

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

XII. SECTION HEADINGS AND SUBHEADINGS

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

XIII. WAIVER

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

XIV. ENTIRE AGREEMENT

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

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

(Signatures continued on next page)

GRANTEE
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
Stephanie R. Dietz, City Clerk

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

Crystal M.
BY: **Pizano**
City Attorney Date

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email =
cpizano@lozanosmith.com C = US
O = LOZANO SMITH
Date: 2023.03.03 10:54:18 -08'00'

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

SUBRECIPIENT:

Boys and Girls Club of Merced County

BY: 
(Signature)

See Lee
(Typed Name)

Its: Chief Executive Officer
(Title)

Taxpayer I.D. No.: 77-0357487

Address: 615 W 15th Street

City: Merced, CA 95340

Phone: 209-722-9922

Email: seeleebgcmerced@gmail.com

EXHIBIT A
Scope of Services / Implementation Plan / Project Narrative
Boys and Girls Club of Merced County: Journey Upward Merced Program
FY 2022-23

Services Proposed:

1. Arrange for the provision of an youth enrichment program, including providing afterschool transportation, afterschool activities, tutoring, homework assistance, career pathway development, and introductory workforce skill training such as, literacy, life skills, communication, active listening, critical thinking and problem solving for income-eligible youth.
2. Collect and report complete demographic, income, and other HUD-required statistical information on each client.

Project Narrative and Explanation of Need for this Program:

Narrative:

The Boys and Girls Club of Merced County (BGCM) provides numerous afterschool and school break programs that service the residents of the City of Merced, as well as the County of Merced. BGCM provides a place for children to learn, play, explore and build new skills designed to instill in each child a belief in their future success, personal responsibility, and a sense of community outreach. BGCM provides tutoring, as well as programming in area of character development, leadership, health and life skills, education/career development, sports and fitness, and the arts. Staff serves youth throughout the year and are there to offer cost-effective, evidence-based programs that are developed by the Boys and Girls of America. Started in 1998, the Boys and Girls Club of Merced County is a non-profit community organization that is part of the Boys and Girls Clubs of America. BGCM partners with local non-profits and community organizations to further outreach to the youth in the community.

Need:

Most low to moderate income families in Merced are affected by limited afterschool programs in which there is no safe environment for their children to participate in activities or work on schoolwork. The Journey Upward Merced Program benefits those LMIM families by providing a safe positive place for youth enrichment and skills development.

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

Implementation Plan:

#	Task/Activity	Description	Completion Date
1	CDBG Grant Requirements	Review and train staff regarding CDBG Grant requirements	7/1/2022
2	Organize data collection	Ensure all data tools and in place for data collection	7/31/2022
3	Hire Staff	Hire transportation/program staff	8/1/2022
4	Transportation	Arrange and organize transportation sites	8/1/2022
5	Staff training	Provide staff training in operations, Power Hour, Career Launch	8/14/2022
6	Advertise	Advertise services to City of Merced residents	8/1-8/31/2022

7	Data collection	Begin data collection from registration	8/1/2022-ongoing
8	Career Industry Day – Winter	Coordinate and host Career Industry Day 1	12/31/2022
9	Mid-Year Data Assessment & Evaluation	Review mid-year data assessments and financial reports	12/31/2022
10	Mid-Year Celebration	Celebrate mid-year progress for youth	12/31/2022
11	College Visit	Youth will visit a college	4/1/2023
12	Career Industry Day – Spring	Coordinate and host Career Industry Day 2	5/31/2023
13	End of Year Celebration	Celebrate the accomplishments of the youth	6/5/2023
14	Final Report	Submit final report to City of Merced and City Council	6/30/2023

EXHIBIT B

Proposed Budget:

Boy and Girls Club of Merced County
Journey Upward Merced Program
FY 2022-23

AGENCY: Boys & Girls Club of Merced County

PROJECT NAME: Journey Upward Merced Program (JUMP)

MISCELLANEOUS PROJECT COSTS:

Administrative Costs (not to exceed 10% of total grant)	\$ 5,000.00
Supplies	5,000.00
Postage	0.00
Consultant Services	10,500.00
Maintenance/Repair	0.00
Publications/Printing	5,000.00
Transportation/Travel Required for Business	1,500.00
Rent (portion allocated to this program)	0.00
Equipment Rental	0.00
Insurance	0.00
Utilities	0.00
Telephone	0.00
Other Expenses (Specify):	28,730.00
Labor	

CIP REQUESTS ONLY:

Lead-based paint assessment/abatement	0.00
Construction/Renovation	0.00
Consultant/Professional Services	0.00
Construction Management	0.00
Other Expenses (Specify):	0.00
N/A	

TOTAL PROJECT BUDGET:

\$ 55,730.00

EXHIBIT C-1

Invoicing

Invoice to Request Reimbursement for Activities

2022 HUD Annual Plan INVOICE		Organization Name: Mailing Address: Program Name: Program Year:	FY 2022-23	Date of Invoice: Invoice Number:	
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Administrative Expenses (list here & describe in space provided below)	Budget	Billed on previous invoices	Billed this Invoice	Remaining on Contract
1 Admin Expense 1				-
2 Admin Expense 2				
3 Admin Expense 3				
Total Administrative Expenses:	\$ -	\$ -	\$ -	\$ -

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

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

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

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

Date:

Invoicing

TEMPLATE - Payroll Reimbursement Request (bi-weekly cycle)

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Invoicing

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

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

EXHIBIT D-1
Reporting
General Requirements

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

EXHIBIT D-2

Reporting

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

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

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

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

Definition of Income

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

Last Name:	Beneficiary ID (if applicable):
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Member Information

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

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

Contact Information

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

Income Information – Annual income of all household members

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

Certification

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

COMPLETE SIGNATURES ON SECOND PAGE

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

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

SELF CERTIFICATION OF ANNUAL INCOME BY BENEFICIARY

Printed on:

Effective Date:

Beneficiary ID: _____

HEAD OF HOUSEHOLD		
Signature	Printed Name	Date

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

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

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

EXHIBIT D-3

Reporting

Clientele Data Collection Form

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

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

