

**Agreement between City of Merced  
and the County of Merced  
for Continuum of Care 2018-19**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Merced (herein called the “Grantee”) and County of Merced. (herein called the “Subrecipient”).

WHEREAS, The Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (B-18-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 August 9, 2018; and,

WHEREAS, The Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

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

**I. SCOPE OF SERVICE**

**A. Activities**

1. Grant Inventory Worksheet (GIW) – As required by the Department of Housing and Urban Development (HUD), the GIW is a snapshot of each grantee, their project information, budget line items, types of units, grant characteristics, etc. This document kicks-off the annual planning process for all homeless continuum of care (CoC).

2. CoC Application – Outlines all planning activities, grantee performance, street count results, etc. Requirements and directions for completing this document are outlined by HUD annually through the Notice of Funding Availability (NOFA). Along with this application,

renewal and new opportunity grants are submitted. The scoring of this application determines if the grants submitted are awarded.

3. Homeless Count and Subpopulation Survey – CoC must plan for and conduct a point-in-time count of homeless persons within its geographic area. The count must a) identify the number of homeless persons; b) identify the number of homeless persons in emergency shelters and transitional housing programs; and c) identify other requirements including subpopulation data required by HUD.

4. HIC/PIT/AHAR – The Housing Inventory Count collects information about all of the beds and units in each CoC's homeless system, categorized by Provider Program Types (i.e. emergency shelter, transitional, permanent). The Point in Time Homeless Persons Count provides a count of sheltered and unsheltered homeless persons. Counts are further broken down into sub-population categories including counts of persons who are chronically homeless, persons with severe mental illness, chronic substance abusers, Veterans, persons with HIV/AIDS, and victims of domestic violence. The Annual Homeless Assessment Report is a report to Congress on the extent and nature of homelessness in America. The report is based primarily on HMIS data about persons who experience homelessness during a 12 month period. *(It is the HMIS Grantee's responsibility to submit AHAR data).*

5. General CoC Administration – Responding to inquiries, etc.

6. CoC Grantee Monitoring - Estimated performance period.

7. CoC Meetings.

8. 10-Year Plan Monitoring/Coordination.

9. Implement new HEARTH Regulations – With the CoC, develop a Governance Charter, ensure the CoC Board is made up of participants required by HEARTH and facilitate development of a Coordinated Assessment.

10. Emergency Shelter Grant (ESG) Consultation – Keep the CoC informed of ESG grant opportunities and ensure ESG applicants apply for services that are not duplicative and are in line with CoC goals.

11. Funding- Secure additional funding as it relates to CoC Homeless activities. Will apply for Homeless Emergency Assistance Program Funding (HEAP) and California Emergency Solutions and Housing Program Funding (CESH). Will apply all rules and regulations to disburse and monitor funds associated with the funding source as well as monitoring program objectives and outcomes.

12. Coordinated Entry System- Will provide direct oversight of CES performance and activities as required by HUD.

\*All performance periods are estimated since they are subject to changes by HUD.

#### B. Program Delivery

1. Subrecipient agrees to submit 2018/19 progress reports, in conjunction with quarterly invoices, demonstrating levels of work accomplished.

2. Subrecipient will conduct a minimum of 15 meeting and workshops over the course of contract. Meetings will focus on CoC coordination, closing gaps in homeless services and implementation of the recommendations outlined in the 10-Year Plan to End Homelessness.

3. In accordance with HUD requirements, Subrecipient will produce a data report based on the Homeless Count and Subpopulation Survey, which will identify the number and characteristics of homeless persons in Merced.

4. Subrecipients will ensure that performance standards conform to the City's Consolidated Plan obligations, as required by HUD.

5. Subrecipient will facilitate collaboration among local service providers to address the housing needs of those homeless subpopulations prioritized by HUD.

6. Subrecipient will be responsible for performing electronic submissions to HUD, such as the annual CoC application. Subrecipient will also collaborate with the HMIS administrator to assist the City with fulfilling its reporting obligations to HUD.

7. Subrecipient will work with the City and local partners on the following:

- a) Coordinated intake and assessment system, as required by HUD;
- b) Categorization of homeless persons for reporting purposes, as required by HUD;
- c) Identification of factors linked to increased risk of homelessness;
- d) Inventory of facilities and services for persons experiencing homelessness;
- e) Developing strategies (10-Year Plan to End Homelessness) to reduce and end local homelessness; and
- f) Evaluating progress in meeting objectives for reducing and ending homelessness.

#### C. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives; benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low- and moderate-income persons.

#### D. Levels of Accomplishment – Goals and Performance Measures

Subrecipient agrees to provide quarterly progress reports to the City of Merced – Housing Division summarizing the activities associated with the Continuum of Care. The reports should include progress related to each

activity, if applicable, identify any issues, how issues were addressed and resolved, and comments to staff.

Goals and performance measures to be addressed include establishing a Continuum of Care Board that conforms to HEARTH Act requirements, creating Governance Charter that conforms to HEARTH Act requirements, and progress/updates pertaining to the goals identified in the 10-Year Plan to end Chronic Homelessness.

**E. Performance Monitoring**

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

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on July 1, 2018, and end on June 30, 2019. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

<u>Line Item</u>	<u>Amount:</u>
Continuum of Care	\$38,000

Any indirect costs charged must be consistent with the conditions of Paragraph VII (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.

#### **IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$38,000. Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Each Draw-down request shall be accompanied with an invoice itemizing all program expenses, previously drawn program grant funds, including backup documentation, supporting expenses, and amount of program funds being requested. All invoices shall be submitted to the City of Merced no later than June 1, 2018.

The Subrecipient shall meet with City of Merced Housing Division and Finance Department staff prior to commencement of this program to review and discuss: 1) requirements for reimbursement of invoices; 2) qualifying expenses; 3) allowable administration costs (\_\_\_\_%); and 4) a determination of the maximum eligible direct and indirect costs of the project (\_\_\_\_%).

Date of Meeting: \_\_\_\_\_  
Finance: Name \_\_\_\_\_ Initials: \_\_\_\_\_  
Housing: Name \_\_\_\_\_ Initials: \_\_\_\_\_  
Subrecipient: Name \_\_\_\_\_ Initials: \_\_\_\_\_

The Subrecipient shall submit all applicable invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff no later than June 1, 2019.

#### **V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed

to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

Grantee

Mark Hamilton,  
Housing Program Supervisor  
Housing Division  
City of Merced  
678 West 18<sup>th</sup> Street  
Merced, CA 95340  
209-385-6863  
209-388-8989 (Direct)

Subrecipient

Michelle Roe  
Deputy Director  
Human Services Agency  
County of Merced  
2115 West Wardrobe Ave  
Merced, CA 95341  
209-385-3000  
Email: mroe@hsa.co.merced.ca.us

**VI. GENERAL CONDITIONS**

**A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from

payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

E. Amendments

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

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

F. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

#### G. Subcontracts – Assignments

Subrecipient intends to subcontract with Urban Initiatives to fulfill the terms of this Agreement. Subrecipient shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any other entity without obtaining prior written consent by Grantee. Subrecipient remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Subrecipient shall be held responsible by Grantee for the performance of any subcontractor whether approved by Grantee or not.

#### H. Access to Records

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

### **VII. ADMINISTRATIVE REQUIREMENTS**

#### A. Financial Management

##### 1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein,

utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

## 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Misuse of Program funds is a federal offense and is subject to reimbursement and immediate cancellation of this agreement.

## B. Documentation and Record Keeping

### 1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- h. If the services of other businesses within the City of Merced are used in the implementation of this program, business license records of such businesses shall be provided. Subrecipient may

contact either the Finance Department or Housing Division to verify current business license status.

## 2. Retention

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

## 3. Client Data

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

## 4. Disclosure

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

## 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and

accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

#### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 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.

Organization agrees to provide City at Organization's cost, a certified audit performance by an accredited certified public account, of all funds received or utilized by Organization, including the distribution of CDBG Funds and HOME funds for fiscal year 2018/2019 to be delivered to City by March 31, 2020.

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

## 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

## 3. Payment Procedures

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

## 4. Progress Reports

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

# 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. OMB Standards

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

### 3. Travel

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

### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 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 [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to

the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## **VIII. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

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

#### **2. Nondiscrimination**

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

#### **3. "Section 3" Clause - Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

**B. Conformance to Applicable Laws.**

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

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

C. Waiver.

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

D. Inconsistent or Conflicting Terms in Agreement and Exhibits.

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

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the 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.

E. Ambiguities.

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

F. Venue.

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

G. Amendment.

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

H. Integration.

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

I. Authority to Execute.

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

J. Counterparts.

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

K. Communication.

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

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

In addition, on at least a six month basis, each organization contracted

with the subrecipient shall complete a short self- evaluation, answering the following questions:

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

#### **IX. ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE  
CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: K. Flores 9/18/18  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

SUBRECIPIENT  
County of Merced

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Jerry O'Banion  
Merced County Board of Supervisors

Its: Chairperson  
(Title)

Taxpayer I.D. No.: 94-6000521

ADDRESS: 2222 M Street  
Merced, CA 95340

TELEPHONE: (209) 385-7637

FAX: (209) 385-7375