

**Subrecipient Agreement between
The City of Merced
and Restore Merced, Inc.
For
The City of Merced
Community Development Block Grant
For a Neighborhood Cleanup Program (“Restore Jobs”)**

THIS AGREEMENT, entered this ____ day of _____, 2019, by and between the City of Merced (herein called the “Grantee” and/or “City” and/or “City of Merced Housing Division”) and Restore Merced, Inc. (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-19-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 22, 2019; and,

WHEREAS, Grantee adopted a Five-Year Consolidated Plan on May 14, 2015, which identifies 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, on June 17, 2019, the City approved an allocation of \$60,000 of its Community Development Block Grant funding (“CDBG”), through the program year 2019-2020 Annual Action Plan, to provide funding for a Neighborhood Cleanup Program; and,

WHEREAS, Grantee received an application from Restore Merced, Inc., to administer a neighborhood cleanup program (“Restore Jobs”) employing low-median income individuals in eligible census tracts within the City of Merced city limits; and,

WHEREAS, Neighborhood Cleanups are an eligible “Public Service” for the use of CDBG funds, pursuant to 24 CFR, Section 570.201(e). 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, child care, health, drug abuse, education, fair housing counseling, energy conservation, homebuyer downpayment assistance, or recreational needs. A Neighborhood Cleanup under Public Services is described as a one-time or short-term effort to remove trash and debris from neighborhoods; and,

WHEREAS, Neighborhood Cleanups can also be considered an eligible “Interim Assistance” for the use of CDBG funds, pursuant to 24 CFR, Section 570.201(f)(ii). Specifically, “Interim Assistance” is defined by 24 CFR, Section 270.201(f)(ii) as an activity that may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where it is determined that immediate or urgent action is necessary to cease the deterioration and that permanent improvements will be carried out as soon as practicable, including the execution of special garbage, trash, and debris removal (neighborhood cleanup campaigns), but not including regular curbside collection; and,

WHEREAS, use of CDBG Funds for Neighborhood Cleanup Services benefitting low-median income-eligible individuals and census tracts 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, Subrecipient proposes to provide on-the-job training, mentorship, and job placement for homeless and rehabilitating individuals by completing neighborhood cleanup projects for the City of Merced, with the goal to clean up neighborhoods that are mostly inhabited by low-medium income individuals and families (“Restore Jobs” program, hereafter collectively referred to as “Program”); and,

WHEREAS, Grantee has determined, and Subrecipient certifies, that the Neighborhood Cleanup services being provided pursuant to this Agreement furthers the needs of the City as well as the policy and intent of the City’s CDBG Program’s goals and objectives as identified in the City’s 2015-2020 Consolidated Plan and 2019 Annual Action Plans; and,

WHEREAS, Subrecipient represents that it has the necessary experience and expertise in providing these services in a manner satisfactory to Grantee to implement the Program; and,

WHEREAS, the Subrecipient represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement; and,

WHEREAS, Subrecipient shall comply with CDBG regulations, 24 CFR 570, including, but not limited to 2 CFR 230 et. seq., cost principles for non-profit organizations; and,

WHEREAS, Subrecipient is a Non-Profit Organization exempt from Federal income tax under Internal Revenue Code (IRC) Section 501(c)(3) with a local primary business address of 419 W. 19th Street, Merced, California 95340, and EIN: 82-3156923, and DUNS No. 081556186; 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, the Subrecipient’s services will be delivered from Subrecipient’s office in Merced, California.

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

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

I. SCOPE OF SERVICE

A. Activities

General Statement: The Subrecipient will be responsible for administering and providing a CDBG neighborhood cleanup program (“Program”) spanning the 2019-20 fiscal 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 by employing low-medium income homeless and rehabilitating individuals to clean up, remove, and properly dispose of rubbish and debris from HUD-qualified eligible census tracts within the City, specifically the areas around Bear Creek, Central/Downtown Merced, and South Merced. At times of special urgency, such as after a severe storm, the Subrecipient may be asked to assist in additional debris removal in these areas.

Such program implementation will include, but not be limited to, the activities eligible under the CDBG program described in this Section.

1. Program Delivery:

The CDBG Allocation of \$60,000, referenced herein above, shall be directed toward the following deliverable:

Activity #1: Subrecipient must utilize the funds in accordance with the applicable CDBG funding regulations, requirements, and general activity delivery for the Program. Proper backup documentation for all requested reimbursements shall be provided, and accuracy of all calculations shall be ensured before submittal of all invoices.

Activity #2: Subrecipient shall submit required documentation, which identifies income category qualifications, ethnicity, race, and other pertinent information, which HUD may require for the "Public Service." This reporting shall be performed quarterly and at year-end.

2. Services Provided:

Neighborhood Cleanup services to be provided with this Agreement shall include the following:

- a. Clean up and dispose of debris from the public rights-of-way of three specific areas where more than 50% of the population is Low-to Median-income and where homeless individuals are currently residing: the portions of North Merced that are South of Black Rascal Creek, West of G Street, North of the Santa Fe Railroad, and

North of Bear Creek, including the creek banks (Census Tracts 10.03 and 10.04); the portion of North Merced that is Northwest of Bear Creek, South of the Santa Fe Railroad, North of Highway 99, and East of the westerly City Limit line, including the creek banks (Census Tract 10.05), the portion of Downtown that is between G and M Street South of Bear Creek and North of Highway 99 (Census Tract 13.02), and the portion of South Merced that is South of Highway 99, East of M Street, West of the City Limit line at DeLong St, and North of Childs Avenue (Census Tract 16.01).

- b. Provide job training and experience to homeless or rehabilitating individuals enrolled in the Program in order to assist in building their resumes to show employability.
- c. Reimbursable expenses directly related to the above activities, including necessary equipment and supplies required to perform the work and dispose of debris collected.
- d. Reimbursable indirect administrative expenses directly related to the above activities shall be limited to 10 percent (10%) of the total CDBG funding for the 2019-20 fiscal year, or a maximum of \$6,000.

B. 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: providing an activity benefiting low-and moderate-income persons; aiding in the prevention or elimination of slums or blight; or 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 Area Benefit Activities listed at 24 CFR 570.208(a)(1), in that the activity benefits are available to all the residents in the City, inclusive of all census tracts, where at least 51 percent (51%) of the residents are low and moderate income persons.

In meeting this objective, all clients participating in the Program will provide proof of income eligibility using (a) income tax returns, paycheck stubs, public assistance documentation, and any other proof of income; and (b) proof they reside in a Census Tract recognized as low-and-moderate-income eligible.

The activities in the Program also meet a secondary National Objectives of “Low/Mod Limited Clientele, Job Service Benefit”, in that activities provide job training, placement, and/or employment support services in which the percentage of low/mod persons assisted is less than 51%, but the proportion of the total cost paid by CDBG does not exceed the proportion of the total number of person assisted who are low/mod.

Additionally, the Program also meets the National Objective of “Slum/Blight Area Benefit,” by including activities that prevent or eliminate blight (debris) in designated areas.

C. Levels of Accomplishment – Goals and Performance Measures

The Program will employ approximately seven to ten (7-10) individuals (or more) to perform the neighborhood cleanup services over the duration of the 2019-20 fiscal year.

To show a positive outcome, Subrecipient will provide other supportive services under separate funding sources that pair with the Program, including seeking to place the individuals into long-term job opportunities.

Subrecipient is expected to meet at least one of the following anticipated outcomes:

- Provide work experience that builds resumes and employability for 7-10 individuals,
- Enhance cleanliness in targeted neighborhoods and census tracts by funding approximately 48 neighborhood cleanup projects over the course of the fiscal year.
- Provide long-term job placement support for 7-10 individuals.
- Provide post-program support and follow up for 7-10 individuals (under separate funding).

The Subrecipient shall set attainable goals showing the number of individuals to be served and the expected success rate. A final report showing the goals created by subrecipient shall be submitted at year-end and shall include the outcome of the program including challenges and successes.

D. Staffing

The Subrecipient will dedicate the following staffing to the Program:

Program Oversight (Main): Matt St. Pierre, Executive Director
Program Oversight (Alternate): Caleb Medefind, Board President

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, suspension or termination procedures applicable to this Agreement will be initiated.

II. PROGRAM DESCRIPTION

Type of Program: Public Service
HUD-CDBG Eligible Activity: Neighborhood Cleanups
HUD Matrix Code: 05V
Service Area: City of Merced
Basic Eligibility Citation: 24 CFR 570.201(e)
National Objective: Low/Mod Area Benefit (LMA); Job Service Benefit (LMASV); Slum/Blight Area Benefit (SBA)

III. TERM OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2019, and end on the 30th day of June, 2020. 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. All invoices shall be submitted to the City of Merced no later than June 1, 2020.

IV. 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:

- Photographs of cleanup activities within City limits using equipment purchased through Program funds, including “before and after” sequences.
- A copy of any distributed materials to recruit new clients to the Program employment.
- Quarterly reports, which shall include progress made to date, such as number of individuals employed and narrative regarding employees who have obtained permanent employment during the fiscal year, or justification for lack of progress, in providing the services specified in Section I: Scope of Service, of this Agreement.
- Monthly reports of the 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 as exhibits to this agreement.

A. Outcome measures to be provided at year-end (based on Implementation Plan submitted by Subrecipient):

1. Total number and demographics of each individual employed through the Program at 20 hours per week.
2. Short narrative of individuals who gain permanent employment after job training and resume-building with the Program.
3. Percentage of program participants with full-time employment six (6) months after program completion.

4. Total dollars paid toward the number of hours worked.
5. Number of neighborhood cleanup projects completed.
6. Report of total tonnage and/or average per-day “bags filled” count of debris cleaned up from each of the target areas for the year; Subrecipient should attempt to categorize tonnage, etc. reports by census tract, so that Grantee can see the public benefit gained from the cleanup efforts in each area.
7. Narratives regarding the successes and setbacks experienced by Program through the year, solutions to improve the Program, and plan to seek expansion and financial self-sustainability of Program after the end of the year.

V. BUDGET

| <u>Line Item</u> | <u>Amount:</u> |
|--------------------------------------|-----------------|
| Neighborhood Cleanup - Direct | \$54,000 |
| <u>Administrative Expenses (10%)</u> | <u>\$ 6,000</u> |
| TOTAL | \$60,000 |

Reimbursable administrative expenses directly related to the Program shall be limited to 10 percent (10%) of the total CDBG funding, or a maximum of \$6,000.

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.

VI. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$60,000. Draw-downs for the payment of eligible expenses shall be made against the line item budgets

specified in Paragraph V herein and in accordance with performance. Each Draw-down request shall be accompanied with an invoice itemizing all program expenses, previously drawn program grant funds, including thorough backup documentation, supporting expenses, and amount of program funds being requested. The Subrecipient will ensure that all calculations are correct and directly related to this Program before submitting for reimbursements. No amount of reimbursement will be granted for paid time off for any employees of the Subrecipient; all amounts invoices will be related to the Subrecipient's time put into the Program.

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; and, 3) allowable direct administration expenses per 2 CFR part 200.

Date of Meeting: 10/14/19
Finance: Name Deborah Richardson Initials: DR
Housing: Name Scott McBride Kim Nuff Initials: SM KN
Subrecipient: Name Max SA R Initials: MSR

The Subrecipient shall submit all applicable invoices requesting reimbursement of qualified expenses to City of Merced Housing Division staff no later than June 1, 2020.

VII. 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 previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

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

GRANTEE

Scott McBride
Director of Development Services
City of Merced
678 West 18th Street
Merced, CA 95340
(209) 385-6863
mcbrides@cityofmerced.org

SUBRECIPIENT

Matt St. Pierre
Executive Director
Restore Merced, Inc.
419 W. 19th Street
Merced, CA 95340
(209)233-1418
matt@restoremerced.org

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

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

B. Independent Contractor

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

of all Unemployment Compensation, FICA, retirement,¹ life and/or medical insurance,² and Worker's Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, protect, 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.

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.

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.

F. Suspension or Termination

In accordance with 2 CFR part 200 and 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.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, 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.

IX. 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 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 2 CFR part 200, Subpart E – Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Misuse of program funds is a federal offense and is subject to reimbursement and immediate cancellation of this Agreement.

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

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 unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

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

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

6. Audits & Inspections

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

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 for fiscal year 2019/2020 to be delivered to City by March 31, 2021.

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 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. Office of Management and Budget Standards

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

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel 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, total mileage, dates of travel, 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.

X. 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 HCD Act are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee

and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

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

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

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, 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 Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as

minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

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

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the City Limits of

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

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

b. Notifications

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

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 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 contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open

competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

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

1. Air and Water

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

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

2. Flood Disaster Protection

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

3. Lead-Based Paint

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

4. Historic Preservation

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

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are

fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

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

XIII. 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.

XIV. 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.

XV. 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,

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

GRANTEE
CITY OF MERCED



A California Charter Municipal Corporation

BY: _____
City Manager

ATTEST:
Steve Carrigan, CITY CLERK

BY: _____
Assistant/Deputy City Clerk


APPROVED AS TO FORM:

BY:  
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

SUBRECIPIENT:
Restore Merced, Inc.

BY: 
(Signature)

Matt St. Pierre
(Typed Name)

Its: _____
Executive Director
(Title)

Taxpayer I.D. No.: 82-3156923

Address: 419 W. 19th Street
City: Merced, CA 95340
Phone: 209-233-1418
Email: matt@restoremerced.org

EXHIBIT A

Scope of Services / Implementation Plan / Project Narrative Restore Merced, Inc. Neighborhood Cleanup Services FY 2019-20

Services Provided

- Job Experience
- Neighborhood Clean Up
- Job Training
- Job Placement

Project Narrative:

Community members who have been incarcerated, have felonies on their record, or are in recovery from addiction experience countless barriers to finding gainful employment. Among the most significant of these barriers is disconnectedness. With gaps in their employment history or past convictions, it can seem impossible to be truly considered for any job position. This creates a sense of hopelessness and despair for rehabilitating individuals who are trying to live an honest life. Restore Merced seeks to step into these gaps and build bridges that connect those who are most disenfranchised to opportunities for flourishing..

Restore Jobs is a holistic program providing work experience, mentorship, and long term placement in order to connect those who are most disenfranchised to opportunities for self-sufficient flourishing. For 6-9 months, participants will receive paid work experience as we provide Neighborhood Clean Up projects for the city of Merced.

At the halfway point, we will identify along with the student a fitting career path and then send them to receive the necessary training and certification (i.e. welding and fabrication, auto mechanic, and other various trades). Meanwhile, we will continue our work of building a network of local employers to place these individuals into entry-level work opportunities upon completion of the program. Finally, we will conduct quarterly follow-ups with graduates after job placement that includes a savings matching program of up to \$250/quarter for the first year after program completion. This will also ensure ongoing contact and opportunity for feedback provided from the individual's employer.

Implementation Plan:

| # | Task/Activity | Description | Completion Date |
|---|-----------------------------|---|-----------------|
| 1 | Job Training and Experience | Clean sidewalks, bike paths, and creeks | 6/30/20 |
| 2 | Neighborhood Clean Up | Downtown, Bear Creek, Black Rascal Creek, Downtown Merced | 6/30/20 |

EXHIBIT B
 Budget for Neighborhood Cleanup Services
 Restore Merced, Inc.
 FY 2019-20

| | |
|---------|----------------|
| AGENCY | Restore Merced |
| PROJECT | Restore Jobs |

MISCELLANEOUS PROJECT COSTS:

| | |
|---------------------------|---------|
| ADMINISTRATIVE COSTS | 12,000 |
| SUPPLIES | 5,000 |
| POSTAGE | |
| CONSULTANT SERVICES | |
| MAINTENANCE/REPAIR | 4,500 |
| PUBLICATION/PRINTING | |
| TRANSPORTATION | |
| RENT | 12,000 |
| EQUIPMENT RENTAL | |
| INSURANCE | 2,500 |
| UTILITIES | 6,000 |
| TELEPHONE | |
| OTHER EXPENSES (SPECIFY): | 158,000 |

Program Staff, Work Crew Salary (10), Worker's Compensation, Tools, Vehicle Expenses, Uniforms, Savings Matching, Etc.

CIP REQUESTS ONLY:

| | |
|---------------------------------------|--|
| LEAD-BASED PAINT ASSESSMENT/ABATEMENT | |
| CONSTRUCTION/RENOVATION | |
| CONSULTANT/PROFESSIONAL SERVICES | |
| CONSTRUCTION MANAGEMENT | |
| OTHER EXPENSES (SPECIFY): | |

\$ 209,000
~~\$0.00~~

TOTAL CDBG PROJECT BUDGET

2019 HUD Annual Plan

INVOICE

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

FY 2019-20

Date of Invoice:
Invoice Number:

EXHIBIT C-1

Invoicing

Invoice to Request Reimbursement for Activities

| 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

Payroll Reimbursement Summary of Charges - Example

TEMPLATE - Payroll Reimbursement Request (bi-weekly cycle)

[illegible]

EXHIBIT C-3

Invoicing

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

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

Organization Name _____

Employee Name _____

Vehicle Description (make, model, license) _____

Authorized By _____

Rate Per Mile _____

For Period _____

Total Mileage _____

Total Reimbursement \$0.00

Year and Source where mileage rate obtained _____

Year: _____ Source: _____

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

For current mileage rate information, please see the link above. Please note that Standard Mileage Rates are issued yearly on January 1st of each year.

This mileage log meets IRS minimum mileage documentation and reporting requirements for business tax credit purposes. Please refer to IRS Publication #463 for more information.

| Date | Starting Location Address | Destination Address | Description/Purpose/Notes | Odometer Start | Odometer End | Mileage | Reimbursement |
|---------------|---------------------------|---------------------|---------------------------|----------------|--------------|---------|---------------|
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| | | | | | | 0 | \$0.00 |
| Totals | | | | | | 0 | \$0.00 |

EXHIBIT D-1
Reporting Requirements
General Requirements
Restore Merced, Inc.
FY 2019-20

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, 2020, 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.

Reporting Requirements

[illegible]