

## SUMMARY PAGE

Funding Source(s): **HOME, CHAF, CHSA** Contract No.: **TBRA-19-001**

Agency: **Abode Services**

Project: **TBRA Administration & Case Management**

Description: **The City's TBRA program assists low-income homeless or at risk of becoming homeless households with rental subsidies, deposits, and case management services.**

Award Not to Exceed: **\$865,000 [HOME: \$700,000, CHSA: \$70,000, CHAF: \$95,000]**

Agreement Term: Start Date: **07/1/2019** End Date: **6/30/2020**

### PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SANTA CLARA
Agency Name:	Abode Services	Housing & Community Services Division
Address for Legal Notice:	40849 Fremont Boulevard	1500 Warburton Avenue.
City/State/Zip Code:	Fremont, CA 94538	Santa Clara, CA 95050
Attention:	Louis Chicoine	Deanna Santana City Manager
Email Address:	LChicoine@abodservices.org	DSantana@santaclaraca.gov
Telephone No.:	(510) 657-7409	(408) 615-2210
Tax ID		
CITY Bus. License/ Tax No.:		
Type of Entity:	501 (c) 3 public benefit corp.	
State of Incorporation or Residency:	California	

**PUBLIC SERVICE GRANT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
ABODE SERVICES  
FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**PREAMBLE**

This agreement for the performance of services ("Agreement") is by and between Abode Services, a California non-profit corporation (Organization) and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Organization may be referred to individually as a "Party" or collectively as "Parties" or the "Parties to this Agreement".

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Organization represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT PROVISIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Organization shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Budget & Basis for Reimbursement

Exhibit C – Insurance Requirements

Exhibit D – Special Grant Conditions

Exhibit E – Employee/Volunteer Clearance & Compliance with Child Abuse and Neglect Reporting Act

Exhibit F – MBE/WBE Guidelines

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. FUNDING AND APPROPRIATION**

The payments made by City as described in this Section, shall be referred to herein as “Grant Funds”, and are subject to appropriations.

- A. Pursuant to the provisions of Title II of the Housing and Community Development Act of 1990, as amended, City has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") as an entitlement. From HOME Grant Funds, in consideration for Organization's complete performance of Services, City shall pay Organization an amount not to exceed SEVEN HUNDRED THOUSAND (\$700,000),
- B. In consideration for Organization's complete performance of Services, City shall pay Organization an amount not to exceed SEVENTY THOUSAND DOLLARS (\$70,000) from City's Housing Successor Agency funds and NINETY-FIVE THOUSAND DOLLARS (\$95,000) from City's Affordable Housing Fund for provision of services rendered by Organization for the purpose of administering the Program operations as described in Exhibit A, titled “Scope of Services” attached hereto and incorporated herein by this reference

Upon Organization's compliance with the terms and conditions of this Agreement, City will contribute to Organization the amount set forth in this Section. The Grant Funds shall not be used for any other purpose than to pay expenses (or if said expenses have already been paid by Organization, then for reimbursement of same to Organization) related to the purpose of the Grant, as set forth in Exhibit A (“Scope of Services”). None of the City's Contribution will be used to pay for any expenses of Organization incurred before the start of the Term of Agreement. All work performed, or materials provided in excess of the maximum compensation or work performed or materials provided that are deemed ineligible shall be at the Organization's expense.

### **3. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2019 and terminate on June 30, 2020.

This Agreement includes an option, at the City's sole discretion, and subject to funding availability and City Council appropriation, to extend the terms of this Agreement for a second year. To be eligible for the second-year renewal, the Organization must:

- A. Submit to the City a Letter of Intent to Renew. That Letter shall: (1) state that services to be provided in the second year shall be a continuation of the current program at the same level; (2) request an appropriation in an amount not to exceed 105% of the first-year appropriation; and (3) provide sufficient evidence of authority of an authorized signatory(ies) to enter into an Agreement with the City. This Letter, with the required declarations, shall meet all the funding application requirements necessary to be eligible for consideration of a FY 2020-2021 appropriation. In the event that the Organization does not submit a Letter of Intent to Renew, it will not be eligible for the second year of funding.
- B. After receiving Organization's Letter of Intent to Renew, the City will consider Organization's request for second year as part of its annual process to determine the FY 2020-2021 appropriations. The City may require additional amendments to this Agreement to ensure compliance with any applicable Federal, state, or local laws and regulations depending on the source of the appropriations.
- C. Unless otherwise mutually agreed upon by the Parties, the Scope of Services (Exhibit A) shall remain the same for the second year of funding.

### **4. REPROGRAMMING OF FUNDS**

Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual agreement in writing of the Parties hereto unless the amendments are made by HUD, in which case they will be adopted as ordered.

- A. Initiated by City: City may re-channel funds budgeted in one cost category into another cost category of the Program. Before re-channeling funds, the City will give the Organization ten (10) business days written notice of the re-channeling of funds along with a copy of an expenditure review for the Program. City shall make its final determination with respect to the re-channeling of funds only after Organization has been given an opportunity to present its views and

recommendations. In no event shall the City be bound to accept Organization's views or recommendations.

- B. Initiated by Organization: The City's Program Manager may, at the request of Organization, approve re-channeling of funds from any cost category(ies) to another at any time provided that there is not an increase in the overall Total Budget amount specified in Exhibit B of this Agreement. Approval by the City's Program Manager of such rechanneling of funds must be in writing

## **5. PROGRAM COORDINATION**

- A. CITY: The Housing and Community Services Division Manager or his/her designee, shall be the Program Manager on behalf of City and shall render overall supervision of the progress and performance of this Agreement by City. All services to be performed by City shall be under the overall direction of the Program Manager.
- B. ORGANIZATION: Organization shall assign a single Program Director who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Program Director, Organization shall notify City immediately of such occurrence. Program Director and Organization staff will fully cooperate with City's Program Manager relating to the Program, areas of concern, and the impact of Program on residents of City.
- C. NOTICES: All notices or other correspondence required or contemplated by this Agreement shall be sent to the Parties at the following addresses:

CITY:                               Housing and Community Services Division  
  City of Santa Clara  
  1500 Warburton Avenue  
  Santa Clara, California 95050

ORGANIZATION: Abode Services  
                                  Louis Chicoine, Executive Officer  
                                  40849 Fremont Boulevard  
                                  Fremont, CA 94538

## **6. OBLIGATIONS OF ORGANIZATION**

- A. Prior to the Effective Date of this Agreement and within thirty (30) days of a change in status of any of the following documents, the following:
- 1) A copy of Articles of Incorporation under the laws of the State of California;

- 2) A copy of current Bylaws of Organization;
  - 3) Verification and documentation of Internal Revenue Service nonprofit status under Title 26, Section 501(c) of the Internal Revenue Code;
  - 4) Verification and documentation of State of California Franchise Tax Board tax exempt status under Section 23701(d), of the California Revenue and Taxation Code;
  - 5) Names and addresses of current Board of Directors of Organization;
  - 6) A copy of the adopted personnel policies and procedures including an Affirmative Action Plan if staff exceeds fifteen (15) employees; and,
  - 7) An organizational chart and staffing profile.
- B. Report in writing any changes in the Organization 's Articles of Incorporation, Bylaws, tax exempt status and/or Board membership immediately to the City's Program Manager or his/her designee.
- C. Maintain no greater than forty nine percent (49%) of the Board of Directors as "interested persons" under this Agreement. For the purposes of this Agreement, "interested persons" means either:
- 1) Any person currently being compensated by the Organization for services rendered to the Organization within the previous twelve (12) months, whether those services were rendered as a full or part time employee, independent contractor or otherwise, excluding any reasonable compensation to a director as a director; or,
  - 2) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.
- D. Include on the Board of Directors representation from the broadest possible cross section of the community, including: those with expertise and interest in the Organization's services, representatives from community organizations interested in the Organization's services, and users of the Organization's services.
- E. Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters.
- F. Keep minutes, approved by the Board of Directors, of all regular and special meetings. (A copy of approved minutes shall be forwarded to the City's

Program Manager).

- G. Encourage public participation in planning and implementing services provided under this Agreement.
- H. Comply with 2 CFR §200.321(b) and the City of Santa Clara Disadvantaged Business Enterprise Program, available from the City's Program Manager, regarding the use of minority and/or female owned businesses, vendors, suppliers, and contractors to the maximum extent feasible, for items funded under this Agreement.
- I. Program Performance. Organization shall:
  - 1) Submit to City performance criteria and schedule of activities describing measurable annual goals and objectives of the Program incorporated in this Agreement as Exhibit A.
  - 2) Submit to the City, on the prescribed form, a line item operating budget of the Program to be incorporated in this Agreement as Exhibit B, titled "Budget and Basis for Reimbursement", attached hereto and incorporated herein by this reference;
  - 3) Obtain completed intake documents for each City of Santa Clara resident receiving services under this Agreement. Such forms shall be approved by the City and shall be made available for review during the monitoring process;
  - 4) File reports (on forms approved by City) with the City on the type and number of services rendered to beneficiaries through the operation of the Program. Such reports shall evaluate the manner in which the Program is achieving its objectives and goals according to standards established by City. The reports shall be due within ten (10) business days after the end of each reporting period and shall cover the time immediately preceding the date on which the report is filed;
  - 5) Provide a completed Program evaluation survey from a representative sampling of beneficiaries served. The results of this survey shall be periodically reviewed and approved by the Organization's Board of Directors. Format of survey documents shall be subject to the approval of the City's Program Manager. Forms shall be held at Organization's administrative offices and shall be made available for review by City during the monitoring process;
  - 6) Coordinate its services with existing organizations providing similar service in order to foster community cooperation and to avoid unnecessary

duplication of services;

- 7) Seek out and apply for other sources of revenue in support of its operation or services from county, state, federal and private sources; and,
- 8) Include an acknowledgement of City support on all appropriate Program publicity and publications using words to the effect that services are funded by the City of Santa Clara. Any Program publicity acknowledging City funding that is produced during the contract period shall be reviewed by City prior to any public release.
- J. Compliance with Ethical Standards: Organization shall comply with the City's Ethical Standards, a copy of which is set forth in Exhibit G, attached hereto and incorporated into this Agreement.

## 7. OBLIGATIONS OF CITY

- A. Monitoring for Compliance with Agreement: Consistent with the applicable sections of 24 CFR 92 and 2 CFR 200.328, the City will evaluate the Program based on compliance with the Agreement, **quarterly** reports received from Organization, and on-site monitoring of client and service-based data.
- B. Method of Payment: City shall reimburse Organization for all allowable costs and expenses incurred in providing the Program during the contract period, not to exceed the total sum of EIGHT HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$865,000).

The City may, at any time and in its absolute discretion, elect to suspend or terminate payment to Organization, in whole or in part, under this Agreement or not to make any particular payment under this Agreement in the event of unsatisfactory performance or noncompliance. Reimbursement shall be initiated **monthly**, or other time period approved by the City, upon submission of invoices and appropriate documentation.

## 8. PROGRAM FEES

- A. All fees collected by the Organization for direct services during the contract period shall be retained by the Organization and shall be added to funds committed to Program by the City. These Program Fees shall be used to further Program activities. Spending of such fees is subject to all applicable requirements governing use of HOME and local funds.
- B. Fees collected that remain unspent at the end of the contract period shall continue to be subject to the requirements of federal HOME regulations and



this Agreement.

- C. Fees received subsequent to the contract period shall not be governed by federal HOME regulations or this Agreement.

## **9. ASSIGNABILITY AND INDEPENDENT CONTRACTOR REQUIREMENTS**

- A. The relationship of Organization to City is that of an independent contractor. Organization has full rights to manage its employees subject to the requirements of the law. All persons employed by Organization in connection with this Agreement shall be employees of Organization and not employees of City in any respect. Organization shall be responsible for all employee benefits, including, but not limited to, statutory worker's compensation benefits.
- B. None of the work or services to be performed hereunder shall be delegated or subcontracted to third Parties without prior written City approval.
- C. No subcontractor of Organization will be recognized by City as such. All subcontractors are deemed to be employees of Organization, and Organization agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

## **10.COMPLIANCE WITH LAWS**

Organization shall comply with all applicable laws and regulations of the federal, state and local government, including, but not limited to, "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Grantee's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCC Chapter 3.20), Business Tax Certificate (SCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Grantee has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

- A. Compliance: Organization shall become familiar and comply with and cause all its subcontractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations, and decrees, including, but not limited to, those federal rules and regulations outlined in Exhibit D, titled "Special Grant Conditions", attached hereto and incorporated herein by this reference.
- B. Assurances: Failure of Organization, in any manner, to observe and adhere to law as described herein or as amended shall in no way relieve Organization of its responsibility to adhere to same and Organization herein acknowledges this

responsibility. Organization shall hold City, its City Council, officers, employees and boards and commissions harmless from Organization's failure(s) to comply with any requirement imposed on Organization by virtue of the utilization of City funds. Organization shall reimburse City for any disallowed costs and/or penalties imposed on City because of Organization's failure to comply with all applicable federal, state and local laws, ordinances, codes, regulations and decrees.

## **11. INTEGRATED DOCUMENT**

This Agreement embodies the agreement between City and Organization and its terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

## **12. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Organization agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way Organization receipt of funds pursuant to this Agreement – including claims of any kind by Organization's employees or persons contracting with Organization to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Organization's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Organization, against City (either alone, or jointly with Organization), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Organization is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Organization warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any

penalties, fines, adverse rulings, or tax payments associated with Organization's responsibilities under the Act.

### **13.WHEN RIGHTS AND REMEDIES WAIVED**

In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of Organization, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to City or Organization with respect to such breach or default.

### **14.TERMINATION**

A. Termination for Cause: Unearned payments under this Agreement may be suspended or terminated at any time before the date of completion by City if:

- 1) Organization fails to comply with existing conditions of the Agreement,
- 2) Organization refuses to accept any additional conditions that may be imposed by City or the Federal government; or,
- 3) Organization fails to implement required corrective actions in a timely and sufficient fashion.

B. Termination for Convenience: Consistent with the applicable section of 24 CFR 92, City or Organization may terminate or suspend this Agreement in whole or in part when both Parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditure of funds.

C. Upon Suspension or Termination Organization Shall:

- 1) Not incur new obligations and shall cancel as many outstanding obligations as possible;
- 2) Be paid only for services actually rendered to City to the date of such suspension or termination; provided, however, if this Agreement is suspended or terminated for fault of Organization, City shall be obligated to compensate Organization only for that portion of Organization's services which are of benefit to City;
- 3) Turn over to City immediately any and all copies of studies, reports and other data, prepared by Organization or its subcontractors, whether or not completed, if any, in connection with this Agreement; such materials shall become property of City. Organization, however, shall not be liable for City's

use of incomplete materials or for City's use of complete documents if used for other than the services contemplated by this Agreement; and,

- 4) Act in accordance with the Closing Out Procedure. (See Section 15)

## **15.CLOSING OUT PROCEDURE**

- A. Organization is responsible for City's receipt of final billing by July 15 after the completion of the contract period. The City will accept no further billing for that year's contract period after July 15. Any amount of the year's grant remaining unbilled after the applicable date may be reprogrammed by City without notice to Organization.
- B. City is not liable for any Organization expenses incurred after the contract period of this Agreement.
- C. Closing Out does not impair the City's right to subsequently require repayment by Organization for disallowed costs or other adjustments, or any other City costs and expenses related to this Agreement or the enforcement thereof.

## **16.THE CAPTIONS**

The captions of the various sections, paragraphs, and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

## **17.NO THIRD-PARTY BENEFICIARY**

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

## **18.SEVERABILITY**

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

## **19.PLEDGING OF CITY'S CREDIT**

Under no circumstances shall Organization have the authority or power to pledge the credit of City or incur any obligation in the name of City. Organization shall save and hold harmless City, its City Council, its officers, employees, and boards and commissions for expenses arising out of this Agreement.

## **20.VENUE**

In the event that suit shall be brought by any Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose Division.

## **21.ORGANIZATION FINANCIAL DISCLOSURE REQUIREMENTS**

Organization services to be rendered under the provisions of this Agreement are excluded from the requirement of filing a Financial Disclosure Statement by Title 2, California Code of Regulations, Section 18700 (2)(A) and (B).

## **22.AFFORDABLE CARE ACT OBLICATIONS**

To the extent Organization is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Organization warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Organization's responsibilities under the Act.

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This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**CITY OF SANTA CLARA**  
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager

“CITY”

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Person executing the Agreement on behalf of Organization)

Name: Louis Chicoine

Title: Executive Director

Local Address: 40849 Fremont Boulevard

Email Address: [LChicoine@abodeservices.org](mailto:LChicoine@abodeservices.org)

Telephone: (510) 657-7409

Fax: (510) 657-7293

“ORGANIZATION”

**PUBLIC SERVICE GRANT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
ABODE SERVICES  
FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**EXHIBIT A  
SCOPE OF SERVICES**

The Services to be performed for the City by the Organization under this Agreement are more fully described herein Exhibit A.

Project. The City of Santa Clara's Tenant-Based Rental Assistance (TBRA) program assists homeless households and households in jeopardy of becoming homeless with an emphasis on assisting families with children and domestic violence survivors. The goal of the program is to assist participants in stabilizing their housing situation with housing search assistance, deposits and monthly rental subsidies. Further, case management services are included to help participants connect with social services, get on waitlists for affordable housing, financial budgeting, and employment/educational with the intent to increase participant's income so that they may transition to more affordable housing at the end of the program term and become self-sufficient. Organization will serve up to 40 unduplicated participants during the program year.

Organization will provide an array of housing services to ensure that households identified through the City of Santa Clara, and other partner agencies have access the Tenant-Based Rental Assistance (TBRA) program. City of Santa Clara participants receive all the services they need to locate and maintain their housing. This includes, but is not limited to brokering relationships, determining participant eligibility, administering subsidy payments, and entering in to rental subsidy agreements with landlords. Organization will be responsible for conducting the Housing Quality Standards (HQS) Inspections and coordinating Lead-Based Paint Inspections, will identify barriers to successful independent housing, and assist in the development of 6-month Housing Plans.

Organization will receive referrals from the County's Coordinated Assessment system for the City's TBRA program. Organization staff will assess and verify that the household meets the eligibility criteria based upon the City of Santa Clara's TBRA Program Guidelines as written and updated periodically.

The services provided by Organization include, but are not limited to:

**1. Tenant Selection Criteria**

Participants must meet all the criteria stated below to be considered for the Program:

A. Income. Participants must be at or below 60% of Area Median Income (AMI) for the San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area as determined by HUD and updated annually. The City of Santa Clara uses the HUD 24 CFR Part 5 definition of income (aka, "Section 8"). Household income will be examined at entrance into the program, annually, and during any event that affects the household income (e.g., addition of a household member, increase/decrease of income). At least two (2) months of source documentation (e.g., paystubs) will be required from all adult household members.

B. Residency. Participants must:

- i. reside in (or have proof of a last permanent address in) the City of Santa Clara;
- ii. have a child attending a school in the Santa Clara Unified School District;
- iii. are currently working, or have a bonafide job offer, in the City of Santa Clara; OR
- iv. be homeless in the City of Santa Clara.

C. Homeless. Homelessness is defined as:

- i. Lacking a fixed and regular nighttime residence; or
- ii. Having a primary nighttime residence that is a supervised, publicly or privately operated shelter designated to provide temporary living accommodations; or
- iii. Residing in a public or private space not signed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
- iv. At risk of becoming homelessness. "At-Risk" is defined as imminent loss of primary nighttime residence within 14 days of the date of application (i.e., receiving an eviction notice), and lacks the resources needed to obtain permanent housing; or
- v. Is fleeing, or is attempting to flee, domestic violence, has no other residence and lacks the resources needed to obtain permanent housing.

Should further clarification of the above definitions be required, the definition used by the Santa Clara County Continuum of Care for eligible participants in its federally-funded programs shall apply.

D. Criminal Background Checks. Background checks are required to verify that the following households are not being served with federal funds:

- i. Sex offenders; and/or
- ii. Participants or any household member that has been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.



E. Population Preferences. The target populations identified in the City's Annual Action Plan are:

- i. Families: Households with one or more children under 18 years of age.
- ii. Individuals or families exiting housing exclusively designated for domestic violence survivors.

## 2. Authorization, Tracking and Disbursement of Financial Assistance

Organization will be responsible for authorizing rental assistance for eligible households and issuing subsidy payment to landlords including security deposits as needed. Assistance will be provided for up to 12 months. Extensions for up to another 12 months will be based on criteria stated in the TBRA Guidelines.

Organization will ensure that all leases comply with HUD requirements in §92.253 (a) and (b) and there are no prohibited provisions contained in the leases. All leases must be in writing, signed by both owner and TBRA participant and the terms must be for at least one year, unless agreed upon by both parties.

The TBRA program will have a monthly Program Minimum participant share. Participants will start with a Program Minimum of fifty dollars (\$50.00) towards their monthly Total Housing Costs (THC); rent plus utilities. The Program Minimum will double every six months throughout the participant's program term. ***Note: The participant will pay either the Program Minimum or 30% of their adjusted gross income towards their THC; whichever is greater.***

The Program will use Fair Market Rent (FMR) as its Rent Standard. The participant's rent plus utilities, THC, cannot exceed the Rent Standard.

Per CFR 24, 92.209 (h)(1) "The amount of the monthly assistance that a participating jurisdiction may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income." The TBRA program will use 24 CFR Part 5 to determine income eligibility

Organization will re-certify income at least once every 12 months or when an event substantially changes the household's subsidy amount. A supervisor will be required to review participant eligibility determination, recertification of income, approve all financial assistance payment using HOME funds, and authorize payment.

## 3. Housing Inspections and Rent Reasonableness

Organization will conduct Housing Quality Standards (HQS) Inspections for all units for which rental assistance is being provided at initial move-in and annually.

- A. If the housing unit is built prior to 1978 and if those households residing in that housing have a child under the age of six then those units will be visually inspected.
  - i. If deteriorated paint is noted, the owner must stabilize each deteriorated paint surface and have the repaired area inspected and cleared by a certified risk assessor or certified lead-based paint inspector. Paint stabilization must occur before approval of tenancy for new units and within 30 days of notification for occupied units. In no event shall Organization pass HQS on a unit that failed the visual assessment without documentation from owner that paint stabilization work is completed and a signed Lead Paint Owner's Certification at conclusion of all repairs has been provided and documented in file.
- B. Organization will ensure verification that rental lease amounts comply with HOME regulations (§92.253 (a) and (b)) and restrictions and meet "rent reasonableness" standards. HQS and Rent reasonableness will be completed at least 24 hours prior to execution of lease agreement.

#### **4. Housing Relocation and Stabilization Assistance**

To assist participants with achieving housing stability and placement, clients will be offered up to 12 months of subsidy assistance. Deposit assistance of up to 2 times the rent is also available if needed. The possibility of a second term of up to 12 months based on criteria developed by the City and Organization is also available. Services may include, but not be limited to:

- A. Housing Services Coordination: Activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services and activities may include: counseling; referral to financial/ credit counseling; referral to legal services; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to financial assistance, and recertification of income every 12 months.
- B. Housing Search and Placement. Services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangements; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to locating or retaining housing. HOME guidelines require the City to state if the subsidies

may be used outside the City limits. While it would be ideal to locate the housing within the City's limits, the difficulty in finding affordable units in a timely manner is challenging in the current rental market. The units may be located anywhere within the County of Santa Clara.

## **5. Process for Termination of Housing Assistance**

Organization may terminate assistance to a program participant who violates program requirements. In terminating assistance to a program participant, Organization will utilize a formal appeal process that recognizes the rights of individuals receiving assistance.

## **6. Brokering Access to Other Resources Identified in Housing Plan**

Organization will identify, broker, and secure services for the participant households to support their housing plan. The types of services to which participant households may need to be linked may include:

- Employment and training resources
- Childcare resources
- Benefit application assistance and advocacy
- Legal services
- Ongoing housing subsidies or access to affordable housing if indicated
- Behavioral health services (mental health and substance abuse)
- Medical services
- Food assistance programs
- Credit counseling and repair services
- Peer support networks or other community support

## **7. Data Collection in Clarity/HMIS and participation in Outcome Evaluation**

As part of this contract Organization will enter information about client households and the funded services that they receive into the county-wide homeless management information system (HMIS) for those participants enrolled in the City of Santa Clara TBRA program.

## **8. Oversight and Reporting**

The Organization should have a structured housing department with housing specialists and housing program managers that provide an existing wealth of experience and housing inventory. Organization's Program Manager will be responsible for the overall direction of City of Santa Clara TBRA. This work will include housing/services integration; staff trainings in housing/case management services, tracking compliance, data collection and reporting; supervision of housing specialists; providing connections to landlords; technical assistance to county agencies; and reporting outcome measures.

The fiscal integrity of the program will be overseen by the Director of Housing Programs, the Associate Director, and the Chief Financial Officer. Financial management is overseen by the Administration Committee of the Board of Directors on a monthly basis.

## **9. Outcome Measures and Reporting**

### Objective.

**Creating suitable living environments.** This objective is designed to benefit communities, families, or individuals by addressing issues in their living environment.

### Outcome.

**Affordability.** Provide affordable housing options for low-income households.

### Goal.

Assist homeless households find and maintain housing through the use of rental deposits, rental subsidies, and case management services.

### Unduplicated Participants (Households Assisted)

Unduplicated Participants shall be defined as participants who receive services at least once a year but who may not be counted more than once in that year.

### Outcome Measure Statement and Measurement Methodology

Quarterly reports are submitted measuring the success of the program. Organization will track and report on outcome measurements to be defined by the City of Santa Clara. These outcome measurements will include HUD required reporting information, and local outcome tracking measures. Providers will enter client level data into the Countywide HMIS system on an ongoing basis for all clients served under Santa Clara's TBRA program.

Quarterly meetings will be set up 15 days from the end of the quarter to review Organization's quarterly report and new client files for compliance with City of Santa Clara's TBRA program requirements. Meeting will also cover any billing and programmatic issues.

Outcome Measure #1	75% of participants will meet at least 50% of their stated personal goals within 12 months.
Measurement Methodology	# of program participants divided by number of participants achieving 50% of their stated goals.

  

Outcome Measure #2	75% of participants will remain housed 3 months after subsidy ends.
Measurement Methodology	# of clients remaining housed 3 months after the subsidy ends divided by the number of clients that left the program.

Example of Quarterly Report to be Submitted

**City of Santa Clara Performance Report  
Quarterly Report FY 2019-2020**

FY 2018-2019					
Unduplicated Participants	Q1	Q2	Q3	Q4	Total
TBRA Rental Subsidies					
TBRA Security Deposits					

Program Activity	Q1	Q2	Q3	Q4	Total
1. # Applications	0	0	0	0	0
2. # Applications Approved	0	0	0	0	0
3. # HQS	0	0	0	0	0
4. # of Case Managemenet Sess.	0	0	0	0	0

TBRA Client Detail					
	EXAMPLE	1	2	3	4
Last Name	DOE, J.				
# Bedrooms	1 bedroom				
Security Deposit *	\$ 1,773				
Tenant Rent	\$ 266				
TBRA Subsidy	\$ 1,507				
Monthly Rent	\$ 1,773				
Household Income Category	30+ to 50%				
Hispanic/Latino (yes/no)	No				
Household Race	Asian				
Household Size	2 persons				
Household Type	Single Parent				
Female Head of Household	Yes				
Deposit paid on behalf of tenant	Yes				
Household Newly Assisted	Yes				
Lease Term (months)	12				
HQS Performed	Yes				
Date HQS Performed	8/14/2017				
Homeless Person/Families	Yes				
Chronically Homeless	No				
*Only include security deposit paid by Abode on client behalf					

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AND  
ABODE SERVICES  
FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**EXHIBIT B  
BUDGET & BASIS FOR REIMBURSEMENT**

Reimbursement shall be based upon actual costs. Request for reimbursement may be made as often as monthly on a form acceptable to the City.

- A. Organization shall prepare a list of employees whose personnel costs are to be reimbursed under the Agreement, including their titles and pay rates.
- B. For all employees whose personnel costs are reimbursed under this Agreement, actual hours worked shall be based on individual timecards indicated hours worked on the City TBRA Program.

In no event shall the amount billed to City by Organization for services under this Agreement exceed the indicated dollar amounts per line item in the following Budget, subject to City funding appropriations.

**Budget by Funding Source**

Fiscal Year	2019-2020
Fund 562 HOME	\$700,000
Fund 169 SB341	\$70,000
Fund 165 CAHF	\$95,000
Total	\$865,000

Invoices for non-direct client support will be paid first from Fund 169 SB341 then Fund 165 CAHF.

# Grant Application Detailed Budget Worksheet

Name and Address of Applicant: Abode Services

40849 Fremont Boulevard

Fremont, CA 94538

(510) 657-7409

Category	Detailed Description of Budget (for full grant period)			
<b>1. Personnel (Direct Labor)</b>	<b>% of time</b>	<b>Est. Hours</b>	<b>Rate/Hour</b>	<b>Estimated Cost</b>
Program Manager/Supervisor <b>JW</b>	20%	2,080	\$31.73	\$13,200
Housing Service Coordinator 1 <b>OE</b>	50%	2,080	\$22.78	\$23,691
Housing Specialist <b>TP</b>	100%	2,080	\$23.12	\$48,090
<b>Total Direct Labor Cost</b>				<b>\$84,980</b>
<b>2a. Fringe Benefits</b>	<b>Rate (%)</b>	<b>Est. Hours</b>	<b>Rate/Hour</b>	<b>Estimated Cost</b>
Program Manager/Supervisor <b>JW</b>	11.00%	416.00	\$3.49	\$1,452
Housing Service Coordinator 1 <b>OE</b>	11.00%	1040.00	\$2.51	\$2,606
Housing Specialist <b>TP</b>	11.00%	2080.00	\$2.54	\$5,290
<b>Subtotal - Fringe Benefits</b>				<b>\$9,348</b>
<b>2b. Time Off Provision</b>	<b>Rate (%)</b>	<b>Est. Hours</b>	<b>Rate/Hour</b>	<b>Estimated Cost</b>
Program Manager/Supervisor <b>JW</b>	13.30%	416.00	\$4.22	\$1,756
Housing Service Coordinator 1 <b>OE</b>	20.00%	1040.00	\$4.56	\$4,738
Housing Specialist <b>TP</b>	20.00%	2080.00	\$4.62	\$9,618
<b>Subtotal - Time Off Provision</b>				<b>\$16,112</b>
<b>Total Fringe &amp; Time Off</b>				<b>\$25,460</b>
<b>3a. Transportation - Local Private Vehicle</b>		<b>Est. Miles</b>	<b>Rate/Mile</b>	<b>Estimated Cost</b>
Mileage		1299.08	0.58	\$753
<b>Subtotal - Trans - Local Private Vehicle</b>				<b>\$753</b>
<b>3b. Telephone</b>				<b>Estimated Cost</b>
Cell phone				\$1,700
<b>Subtotal - Transportation</b>				<b>\$1,700</b>
<b>Total Transportation &amp; Phone</b>				<b>\$2,453</b>
<b>4a. Background Checks</b>		<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>
		5	\$30.00	\$150
<b>Subtotal - Consumable Supplies</b>				<b>\$150</b>
<b>4b. Non-Consumable Materials</b>		<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>
				\$0
<b>Subtotal - Non-Consumable Materials</b>				<b>\$0</b>
<b>Total Supplies and Materials Cost</b>				<b>\$150</b>
<b>5. Other Direct Costs</b>				<b>Estimated Cost</b>
Subsidies and deposits				\$650,000
Inspections & Income Review				\$50,000
<b>Total Other Direct Costs</b>				<b>\$700,000</b>
<b>Subtotal of Direct Costs</b>				<b>\$813,043</b>
<b>6. Indirect Costs</b>		<b>Rate</b>	<b>Base</b>	<b>Estimated Cost</b>
General Overhead (15% of wages, TO Provision, Benefits, Phone, Travel)		15.00%	\$113,043.48	\$16,957
Overhead to administer subsidies		5.00%	\$700,000.00	\$35,000
<b>Total Indirect Costs</b>				<b>\$51,957</b>
<b>Total Estimated Costs (Subtotal Direct + Total Indirect)</b>				<b>\$865,000</b>

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**EXHIBIT C  
INSURANCE COVERAGE REQUIREMENTS**

Without limiting the Organization's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Organization shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Organization; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Organization to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one



million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Organization and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Organization included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Organization or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Organization's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Organization shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be

considered excess insurance only and shall not be called upon to contribute with Organization's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Organization and City agree as follows:

1. Organization agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Organization, provide the same minimum insurance coverage required of Organization, except as with respect to limits. Organization agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Organization agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Organization agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Organization for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Organization in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Organization, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Organization shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### G. EVIDENCE OF COMPLIANCE

Organization or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Organization shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.  
City of Santa Clara [Housing & Community Services]  
P.O. Box 100085 – S2 or 1 Ebix Way  
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

#### H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Organization shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

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**EXHIBIT D  
SPECIAL GRANT CONDITIONS**

**SECTION 1 GENERAL GRANT CONDITIONS**

1.01 Definitions. As used herein, “HUD” means United States Department of Housing and Urban Development. “Project Area” for the purposes of this **EXHIBIT D** means the City of Santa Clara.

1.02 Compliance with Applicable Federal Regulations. ORGANIZATION shall comply with the provisions of 24 CFR 92, describing other program requirements, and the provisions of 2 CFR 200, relating to the uniform administrative requirements in the acceptance and use of Federal funds.

1.03 Applicable Federal Civil Rights Laws and Executive Orders. In providing the services and work set forth in this AGREEMENT, ORGANIZATION will carry out its work in a manner that will permit full compliance by CITY and strict adherence by ORGANIZATION with the following:

- a. Title VI of the Civil Rights Act of 1964, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and
- b. The Housing and Community Development Acts of 1974 and 1977, as amended, which provide that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available pursuant to said acts; and
- c. Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act) which prohibits discrimination in the sale, rental, and financing of housing and the provision of brokerage services because of race, color, religion, sex, sexual orientation, actual or perceived gender identity, national origin, handicap, or familial status; and
- d. Executive Order 11063, as amended by Executive Order 12259, which provides for equal opportunity in housing and related facilities provided by federal financial assistance. This order and its implementing regulations require

the Department of Housing and Urban Development to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental or other disposition of residential property assisted with Federal loans, advances, grants or contributions; and

- e. Executive Order 11246, (as amended by Executive Orders 11375 and 12086 and further amendments) Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts, which requires that ORGANIZATION's and subrecipients, and their subcontractor, agree not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, actual or perceived gender identity, or national origin; and
- f. Section 3 of the Housing and Community Development Act of 1968 Pertaining to Employment Opportunities for Lower-Income Persons (12 U.S.C. 1701u), requires that, to the greatest extent feasible on projects financed by HUD, a subrecipient must:
  - 1. provide 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 persons residing in the Santa Clara metropolitan area with household income that is at or below 80% AMI of the Santa Clara metropolitan area as defined by HUD. Where feasible, priority should be given to residents within the service area of the Project or the neighborhood in which the Project is located who have household income that is at or below 80% AMI of the Santa Clara metropolitan area as defined by HUD, and to participants in other HUD programs who have household income that is at or below 80% AMI of that area; and
  - 2. award contracts for work undertaken in connection with 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 persons residing within the metropolitan area in which the federally-funded Project is located and have household income that is at or below 80% AMI of the Santa Clara metropolitan area as defined by HUD. Where feasible, priority should be given to business concerns that provide economic opportunities to residents within the service area or the neighborhood in which the Project is located who have household income that is at or below 80% AMI of the Santa Clara metropolitan area as defined by HUD, and to participants in other HUD programs who have household income that is at or below 80% AMI of that area; and

3. self-certify whether they are a Section 3 business, employs Section 3 residents, or subcontracts with business that provide opportunities to low-income persons when an award of \$200,000 or more of HUD funding is provided for housing rehabilitation, housing construction, or other public construction projects, and/or \$100,000 or more to subcontractors; and
  4. at a minimum, provide documentation on federal compliance, reporting and outreach efforts; and
- g. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published which specify that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance; and
  - h. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance; and
  - i. The requirements relating to Minority-Owned and Women-Owned Business Enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637, a subrecipient must exercise affirmative outreach efforts when soliciting bids for service or construction when the Federal funds received by the subrecipient or subcontractor exceeds \$10,000 and when the subrecipient or subcontractor is a for-profit organization/ business; and
  - j. The Uniform Federal Accessibility Standards set forth in 24 CFR, Part 40, Appendix A; and
  - k. Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination on the basis of disability in employment and in public accommodations and commercial facilities and defines the range of conditions that qualify as disabilities, and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities where such removal is readily achievable – that is easily accomplishable and

able to be carried out without much difficulty or expense; and

- l. The provisions of 24 CFR Part 24, relating to the employment, engagement of services, awarding of contracts, or funding of any Organization or sub during any period of debarment, suspension or placement in ineligibility status; and
- m. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq.*) This law provides that any grant under section 106 shall be made only if the ORGANIZATION certifies to the satisfaction of the Secretary of HUD that the ORGANIZATION will, among other things, affirmatively further fair housing; and
- n. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et. seq.*, particularly 42 U.S.C. 6101 *ets. seq.*, and 29 U.S.C. 794) and further amendments, which mandates that no person on the grounds of race, color, national origin, sex, sexual orientation, actual or perceived gender identity, age or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with federal funds; and
- o. Architectural Barriers Act of 1968 requires that federally funded buildings and other facilities, as defined in 24 CFR 40.2 and 40 CFR 101-19.602(2), to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

1.04 Relocation and Real Property Acquisition. ORGANIZATION shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). Under the URA and the Plan, the subrecipient must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a federally-assisted project. All property occupants must be issued certain notices on a timely basis. The Plan also required the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a federally-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

1.05 Political Reform Act. ORGANIZATION shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at California Government Code Section 87000, *et seq.*) ORGANIZATION will promptly advise CITY of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

1.06 Flood Disaster Protection. Notwithstanding any other provision of this AGREEMENT, ORGANIZATION shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the moneys to be paid to ORGANIZATION pursuant to this AGREEMENT shall be used for

acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any of said moneys for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, *et seq.*, provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this AGREEMENT.

**1.07 Equal Employment Opportunity.** In providing the work and services herein specified, ORGANIZATION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ORGANIZATION shall take action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ORGANIZATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the CITY setting forth the provisions of this nondiscrimination clause. ORGANIZATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin. ORGANIZATION shall incorporate the foregoing requirements of this paragraph 1.07 in all of its contracts for program work, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

**1.08 Prohibition of and Elimination of Lead-Based Paint Hazard.** Notwithstanding any other provision, ORGANIZATION agrees to comply with the regulations issued by the Secretary of HUD and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.



1.09 Compliance With Clean Air and Water Acts. This AGREEMENT is subject to 42 U.S.C. 1857, *et seq.*, and 33 U.S.C. 1251 *et seq.*, and the regulations issued pursuant thereto. Therefore, ORGANIZATION agrees as follows:

- a. ORGANIZATION stipulates that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20;
- b. ORGANIZATION agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder;
- c. ORGANIZATION stipulates that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. ORGANIZATION agrees that criteria and requirements in subparagraphs (a) through (d) of this section 1.09 will be included in every non-exempt subcontract and ORGANIZATION shall take such action as the CITY or HUD requires as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- 1.10 Federal Labor Standards Provisions. Except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, ORGANIZATION and all ORGANIZATIONS engaged under contracts in excess of Two Thousand Dollars (\$2,000) for the construction, completion or repair of any building or work financed in whole or in part with assistance provided under this AGREEMENT, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve ORGANIZATION of its obligation, if any, to require payment of the higher rates. ORGANIZATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and for such

contracts in excess of Twenty-Five Thousand Dollars (\$25,000), 29 CFR 5a.3.

ORGANIZATION shall not award any contract or subcontract which is otherwise in compliance with this AGREEMENT to any person or subcontractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

1.11 Nondiscrimination Under Title VI of the Civil Rights Act of 1964. ORGANIZATION under this AGREEMENT shall be subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this AGREEMENT, ORGANIZATION shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, sexual orientation, actual or perceived gender identity, or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that ORGANIZATION and the United States are beneficiaries of and entitled to enforce such covenant. ORGANIZATION, in providing the services and work it is to provide, pursuant to this AGREEMENT, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

1.12 Interest of Certain Federal Officials. No member of, or Delegate to, the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this AGREEMENT or to any benefit arising from same.

1.13 Conflict of Interest. No officer, employee or agent of CITY or ORGANIZATION who exercises any functions or responsibilities with respect to the federal Program or to the services and work to be performed by ORGANIZATION pursuant to this AGREEMENT, during such officer's, employee's or agent's tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

ORGANIZATION shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this section.

1.14 Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this AGREEMENT shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this AGREEMENT, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

1.15 Copyrights. If this AGREEMENT results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

1.16 Patents. Any discovery or invention arising out of or developed in the course of work aided by this AGREEMENT shall be promptly and fully reported to CITY and HUD for determination by HUD as to whether patent protection on such invention or discovery will be sought and how the rights in the invention or discovery, including the rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

1.17 Political Activity.

- a. Partisan Activity Prohibited. No funds provided in this AGREEMENT shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this AGREEMENT with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

Participants employed in the administration of the federal Plan and/or Program, and participants whose principal employment is in connection with an activity financed by a federal Program or its proceeds are subject to limitation on political activities under the Hatch Act (5 U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in non-partisan activities outside working hours.

b. Lobbying Prohibited.

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the ORGANIZATION, 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.
- 2. 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, the ORGANIZATION shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The ORGANIZATION shall require that the language 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.

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. Code. 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.

1.18 Guidelines on Church-Related Activities. In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with federal funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the Organization agrees that, in connection with the public services performed under this agreement:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any persons applying for public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- c. It will provide no inherently religious activities, such as worship, religious instruction, or religious proselytizing, as part of the programs or services funded under this Agreement and will only conduct such activities in a separate time or place;
- d. It will exert no other religious influence in the provision of public services and participation in religious activities by any beneficiaries of those services shall be voluntary; and,
- e. The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Organization and in which the public services are to be provided, provided that, minor repairs may be made if such repairs (1) are directly in a structure used exclusively for non-religious purposes, and (2) constitute in dollar terms only a minor portion of expenditure for the public services.

- f. Construction or Rehabilitation of Facilities. Federal fund recipients shall not use any funds to construct, rehabilitate, maintain, or restore religious structures (including those which may be historic properties) currently used for religious purposes. Block grant funds shall not be used to construct, rehabilitate, maintain, or restore structures or other real property owned by “pervasively sectarian” organizations. Block grant funds shall not be used to assist a religious organization in acquiring property. These prohibitions apply whether or not the property is used for religious services or instruction or is used in any other way for religious activities.
- b. Public Services. Block grant funds may be used for the provision of public services under the following conditions:
  - 1. The public services provided are exclusively non-religious in nature and scope;
  - 2. There are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services;
  - 3. There is no religious discrimination in terms of employment or benefits under the public services; and
  - 4. The federal funds may be used only for the provision of public services and not for the construction, rehabilitation or restoration of any facility owned by the religious organization where the services are to be provided. A narrow exception to this prohibition is that minor repairs may be made where such repairs (a) are directly related to the public services, (b) are located in a structure used exclusively for non-religious purposes, and (c) constitute in dollar terms a minor portion of the federal expenditure for the public services.

1.19 Resident Aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for the benefits under covered activities funded by federal programs. “Covered activities” are activities that either (1) have income eligibility requirements limiting benefits exclusively to low- and moderate-income persons, or (2) are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (except for activities that benefit the public at large), and provide benefits on the basis of an application.

1.20 Environmental Requirements. (24 CFR 470.604) ORGANIZATION is not allowed to incur program expenses until the CITY has performed an environmental review of the proposed activities, received the release of funds, and provided the ORGANIZATION with formal clearance to initiate them, along with directives for any action necessary to mitigate negative environmental impacts (24 CFR Part 58).

1.21 Historic Preservation. ORGANIZATION shall not violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before any commitments are made to make any physical improvements or alterations or demolition of any building, ORGANIZATION shall receive assurances from the CITY that the ORGANIZATION is in compliance.

1.22 If ORGANIZATION receives State or CITY funds, ORGANIZATION shall, in the use of those State or CITY funds adhere to the applicable Federal laws, regulations, policies, guidelines or requirements, herein specified, only insofar as adherence thereto would not be prohibited by valid CITY or State laws, regulations, policies, guidelines or requirements.

## **SECTION 2. FINANCIAL OBLIGATIONS OF ORGANIZATION**

### **2.01 Fiscal Responsibilities of ORGANIZATION.**

ORGANIZATION shall:

- a. Appoint and submit to CITY, the name of a fiscal agent who shall be responsible for the financial and accounting activities of the ORGANIZATION, including the receipt and disbursement of ORGANIZATION funds.
- b. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval of CITY.
- c. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
- d. Submit to the CITY, within ten (10) working days of the end of the preceding month, requests for reimbursement, together with documentation required by CITY.
- e. Perform an independent fiscal audit annually in conformance with the generally accepted standard accounting principles. Such audits must identify the total funds received and disbursed, and funds granted and expended relating to this Agreement, in a form sufficient to identify, track, and correlate such funds. The Costs for such audits shall be at Organization's expense, unless otherwise provided for in this Agreement. Copies of the completed audits must be provided to the City.
- f. Be liable for repayment of disallowed costs. Disallowed costs may be identified by the City through audits, monitoring, or other sources. Organization shall be afforded the opportunity to respond to any adverse findings, which may lead to

disallowed costs. The City shall make the final determination of disallowed costs, subject to provisions of 2 CFR 200.

- g. Comply with 24 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- h. Administer all programs in conformance with 2 CFR 200 Subpart E, Cost Principles. These principles shall be applied for all costs incurred whether charged in a direct or indirect basis.
- i. If indirect costs are charged, the ORGANIZATION will develop an indirect cost allocation plan for determining the appropriate ORGANIZATION's share of administrative costs and shall submit such plan to the CITY for approval.
- j. Certify insurability subject to CITY approval as outlined in **EXHIBIT C** entitled "INSURANCE REQUIREMENTS".
- k. Submit to HUD or CITY at such times and in such forms as HUD or CITY may require, such statements, records, reports, data, and information pertaining to matters covered by this AGREEMENT.
- l. Submit for approval by the City any lease agreement either contemplated or in effect, which would be funded under this Agreement.

#### 2.02 Records, Reports and Audits of ORGANIZATION.

Organization shall comply with all applicable federal Uniform Administrative Requirements as delineated in 24 CFR 92.

- a. Establishment and Maintenance of Records. ORGANIZATION shall maintain records, including but not limited to, books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly:
  - 1. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this AGREEMENT, and
  - 2. All other matters covered by this AGREEMENT. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the CITY.
- b. Preservation of Records. ORGANIZATION shall preserve and make available its records:
  - 1. for the period of five (5) years from the date of final payment to ORGANIZATION under this AGREEMENT; or

2. for such longer period, if any, as may be required by applicable law; or
  3. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from the date of any resulting final settlement.
- c. Records to be Maintained. The subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 92, that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but not be limited to:
1. Records providing a full description of each activity undertaken;
  2. Records required to determine the eligibility of activities;
  3. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with federal assistance;
  4. Records documenting compliance with the fair housing and equal opportunity components of the federal Program;
  5. Financial records; and
  6. Other records necessary to document compliance with 24 CFR 92.
- d. Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary, ORGANIZATION agrees that HUD and/or CITY, and/or any of their respective authorized representatives shall:
1. for a period of five (5) years after final payment under this AGREEMENT; or,
  2. for such longer period as may be required by applicable law; or
  3. if this AGREEMENT is completely or partially terminated, for a period of five (5) years from date of any resulting settlement;
  4. have access to and the right to examine its plants, offices, and facilities engaged in performance of this AGREEMENT and all its records with respect to all matters covered by this AGREEMENT. ORGANIZATION also agrees that HUD and/or CITY, or any of their respective authorized representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by



this AGREEMENT. Notwithstanding anything in this AGREEMENT to the contrary for monitoring purposes, CITY shall not require access to any information of ORGANIZATION mutually determined by the parties hereto to be proprietary.

e. Audits:

1. Funds may be set aside in ORGANIZATION's budget in an amount equal to CITY's fair share of ORGANIZATION's cost of an independent audit, if required, with prior approval from CITY. A separate line item will be established.
2. ORGANIZATION shall enter into an agreement with an independent public accountant certified to practice in the State of California no later than sixty (60) days before the end of this AGREEMENT calling for an audit to be done for the entire year. The audit must be in conformance with the applicable funding source.
3. The audit must be completed and sent to CITY's Department of Housing staff within one hundred fifty (150) days from the end of ORGANIZATION's fiscal year.
4. Audit Standards. The independent fiscal audit shall conform to generally accepted governmental auditing principles. Such audits shall identify the funds received and disbursed under this AGREEMENT and include the following components:
  - (i) Balance Sheet or Statement of Financial Position;
  - (ii) Statement of Support, Revenue, and Expenses and Changes in Fund Balances or Statement Activities;
  - (iii) Statement of Functional Expenses;
  - (iv) Statement of Auditor's Report;
  - (v) Communication of Internal Control Related Matters Identified in an Audit (Management Letter) from Auditor
  - (vi) ORGANIZATION shall also submit to the agency a written management response to the findings of the Internal Control Matters.
5. Single Audits. For ORGANIZATIONS that expend \$750,000 or more of Federal financial assistance in a fiscal year (in aggregate, from all funding sources), in addition to conducting normal financial audit procedures, the ORGANIZATION's independent public accountant

certified to practice in the State of California shall perform tests to ascertain that:

- (i) Expenditures submitted for reimbursement are allowable under 2 CFR 200;
  - (ii) Expenditures are in compliance with the grant agreements between the CITY and ORGANIZATION; and
  - (iii) Applicable laws and regulations. Further, the independent public accountant certified to practice in the State of California shall render an opinion as to whether the Expenditures complied with the Single Audit Act of 1984 and Appendix XI to 2 CFR Part 200—Compliance Supplement (previously known as the Circular A-133 Compliance Supplement).
  - (iv) The single audit must include the following components:
    - a) Balance Sheet or Statement of Financial Position;
    - b) Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement Activities;
    - c) Statement of Functional Expenses;
    - d) Schedule of Expenditures of Federal Awards;
    - e) Independent Auditor's Report on the Financial Statement and Schedule of Expenditures of Federal Awards;
    - f) Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters;
    - g) Auditor's Report on Compliance with Requirements Applicable to Major Programs and on Internal Control over Compliance;
    - h) Schedule of Findings and Questioned Costs;
    - i) Summary of Schedule of Prior Audit Findings;
    - j) Corrective Action Plan;
    - k) Data Collection Form;
6. ORGANIZATION's independent public accountant, certified to practice in the State of California, shall perform reviews of ORGANIZATION's internal control systems and ORGANIZATION's compliance with applicable laws, regulations and requirements of this AGREEMENT.

The independent public accountant shall issue a report on the financial statements and the Schedule of Governmental Financial Assistance, a report on the study and evaluation of internal controls and a report on ORGANIZATION compliance. The three reports may be bound into a single report or presented at the same time as separate documents.

7. Should ORGANIZATION not enter into an agreement with an independent public accountant certified to practice in the State of California, or should an audit not be done on a timely basis, CITY, at its sole discretion, may enter into an agreement with an independent public accountant certified to practice in the State of California to perform the audit.

8. City Audits. CITY may perform an independent audit. Such audits may cover program as well as fiscal matters. ORGANIZATION will be afforded an opportunity to respond to any audit findings and have the responses included in the final audit report. Costs of such audits will be borne by CITY.
9. Disallowed Costs. ORGANIZATION is liable for repayment of disallowed costs as determined by CITY, in its sole discretion, and/or HUD. Disallowed costs may be identified through audits, monitoring or other sources. ORGANIZATION shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. DIRECTOR shall make the final determination of disallowed costs, subject to provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and applicable HUD regulations.

### **SECTION 3. OTHER REQUIREMENTS OF ORGANIZATION**

3.01 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 ORGANIZATION monitors or their designees for review upon request.

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

To the extent allowed under law, City agrees to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors, or any other source. Without the written permission of the applicant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the Agreement, including those furnishing services under the Program through subcontracts.

3.03 Close-outs. The subrecipient's obligation to the ORGANIZATION 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 ORGANIZATION), 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 federal funds, including program income.

3.04 Program Income. The subrecipient shall report all program income (as defined at 24 CFR 92) generated by activities carried out with federal funds made available under this AGREEMENT. The use of program income by the subrecipient shall comply with the requirements set forth at 24 CFR 92. By way of further limitations, the subrecipient may use such income during the contract period for activities permitted under this AGREEMENT and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the ORGANIZATION 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 ORGANIZATION.

3.05 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 ORGANIZATION for approval, in a form specified by the ORGANIZATION.

3.06 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, as applicable, which include but are not limited to the following:

1. The subrecipient shall transfer to the ORGANIZATION any federal 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 for federal programs until five (5) years after expiration of this AGREEMENT or such longer period of time as the ORGANIZATION deems appropriate. If the subrecipient fails to use federally-assisted real property in a manner that meets a federal objective for the prescribed period of time, the subrecipient shall pay the ORGANIZATION an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-federal funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the ORGANIZATION. 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 ORGANIZATION 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 ORGANIZATION for

the federal Program or (b) retained after compensating the ORGANIZATION an amount equal to the current fair market value of the equipment less the percentage of non-federal funds used to acquire the equipment.

3.07 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.

3.08 HMIS Participation. All agencies providing homeless services in receipt of funding from the CITY's federal Program are required to fully participate in the Homeless Management Information System ("HMIS") and work closely with the County of Santa Clara Office of Supportive Housing ("CSC OSH"), to ensure the agency has the mechanisms and staffing in place to use the system appropriately and in a timely manner. Funded agencies are required to collect demographic information on all clients served by the funded projects, the services provided, and consent to release the information to CSC OSH and the CITY's Housing Department.

Funded projects must utilize all appropriate aspects of HMIS in order to generate the statistical information required for reporting to the CITY on all universal and program level elements of the HUD Data Standards. These statistical reports must be generated directly out of HMIS. No adjustments to the HMIS reports will be accepted and it is therefore incumbent on the agency to ensure that the information they put into HMIS is accurate and up to date. CITY will measure performance and outcomes relating to these funded projects through the use of the HMIS statistical data, based on the HUD data elements, or other reporting requirements as determined by the CITY. The CITY will request from the HMIS Administrator, acknowledgement of the recipient agencies' certificate of compliance with HUD privacy and security standards, acknowledgement of use of the Shelter Point program, and statistics on the percentage of Universal and Top Level Program data captured.

3.09 Language Access Plan (LAP). ORGANIZATION shall fully implement and comply with the Language Access Plan ("LAP") as approved by CITY to ensure that limited English proficient clients have equal access to community programs and services.

3.10 ORGANIZATION shall include in all outreach and marketing materials, including public websites, an affirmative statement that it will provide services or benefits to all persons, race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status.

**PUBLIC SERVICE GRANT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
ABODE SERVICES  
FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**EXHIBIT E  
EMPLOYEE/VOLUNTEER CLEARANCE AND  
COMPLIANCE WITH CHILD ABUSE AND NEGLECT REPORTING ACT**

If ORGANIZATION provides services involving minors, and as a City-approved method of complying with the provisions contained in this AGREEMENT, ORGANIZATION shall conduct a criminal background check through the database of the California Department of Justice **and** an FBI criminal database or equivalent national database as approved in writing by ORGANIZATION's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

ORGANIZATION shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 *et. seq.* Additionally, ORGANIZATION certifies to the following:

1. Any and all personnel employed or retained by ORGANIZATION in conducting the operations of ORGANIZATION's program shall be qualified to perform the duties assigned to them by ORGANIZATION. ORGANIZATION agrees that ORGANIZATION shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code Section 5164 (copy attached).

CITY and ORGANIZATION understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If ORGANIZATION intends to have employees or volunteers under the age of 18 providing services under this AGREEMENT, ORGANIZATION shall maintain and make available to CITY, if requested, guidelines, procedures or policies, that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this AGREEMENT unsupervised and further ORGANIZATION shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code Section 5164.

2. ORGANIZATION shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by ORGANIZATION shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this AGREEMENT, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law,

ORGANIZATION shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that the ORGANIZATION has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this AGREEMENT. Regardless of whether such documentation is requested or delivered by ORGANIZATION, ORGANIZATION shall be solely responsible for compliance with the provisions of this Section.

3. That no person paid or unpaid by ORGANIZATION shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless ORGANIZATION has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code (copy attached), verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this AGREEMENT and every four (4) years thereafter, if the term of this AGREEMENT exceeds four (4) years. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. ORGANIZATION shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.
4. ORGANIZATION understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. ORGANIZATION acknowledges that it is ORGANIZATION's sole responsibility to comply with all applicable laws, regulations and licensing requirements in ORGANIZATION's provision of services hereunder.

I, the ORGANIZATION by signing below verify that I have read and agree to the above:

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Signature

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Date

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Please Print or Type Name of Organization

## CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

**5164.** (a)(1) A county or city or city and county or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special district operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2)(A) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) Any felony or misdemeanor conviction specified in subparagraph (C) within ten (10) years of the date of the employer's request.

(C) Any felony conviction that is over ten (10) years old, if the subject of the request was incarcerated within ten (10) years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three (3) or more misdemeanor convictions, or a combined total of three (3) or more misdemeanor and felony convictions, for violations listed in this Section within the ten-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding ten (10) years.

(b)(1) To give effect to this Section, a county or city or city and county or special district shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special district shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer pursuant to this subdivision.

(3) A county, city, city and county, or special district may charge a prospective employee or volunteer described in subdivision (a) a fee to cover all of the county, city, city and county, or special district's costs attributable to the requirements imposed by this section.



## **CALIFORNIA PUBLIC RESOURCES CODE SECTION 5163**

**5163.** (a) No person shall initially be employed in connection with a park, playground, recreational center, or beach used for recreational purposes by a city or county in a position requiring contact with children, or as a food concessionaire or other licensed concessionaire in that area, unless the person produces or has on file with the city or county a certificate showing that within the last two (2) years the person has been examined and has been found to be free of communicable tuberculosis.

(b) Thereafter, those employees who are skin test negative shall be required to undergo the foregoing examination at least once each four (4) years for so long as the employee remains skin test negative. Once an employee has a documented positive skin test which has been followed by an X-ray, the foregoing examination is no longer required and a referral shall be made within thirty (30) days of the examination to the local health officer to determine the need for follow-up care.

“Certificate” means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with Section 2000) of Division 2 of the Business and Professions Code, or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

**5163.1.** The examination shall consist of an approved intradermal tuberculosis test, which, if positive, shall be followed by an X-ray of the lungs.

Nothing in Sections 5163 to 5163.2, inclusive, shall prevent the governing body of any city or county, upon recommendation of the local health officer, from establishing a rule requiring a more extensive or more frequent examination than required by Section 5163 and this Section.

**5163.2.** The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a licensed physician and surgeon.

**5163.3.** The city or county shall maintain a file containing an up-to-date certificate for each person covered by Section 5163.

**5163.4.** Nothing in Section 5163 to 5163.3, inclusive, shall prevent the city or county from requiring more extensive or more frequent examinations.

**PUBLIC SERVICE GRANT AGREEMENT  
BY AND BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
ABODE SERVICES  
FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**EXHIBIT F  
MBE/WBE GUIDELINES**

Section 281 of the National Affordable Housing Act requires each contractor to prescribe procedures to establish and oversee a minority outreach program for the receipt of all federal housing and community development funds including CDBG, HOME, HOPWA, ESG, Section 108, and BEDI grants.

The program shall include minority and women-owned businesses in all contracting activities entered into by the contractor to facilitate the provision of affordable housing authorized under this Act or any other federal housing law applicable to such jurisdiction.

***Definitions:***

- **The City:** The primary Organization of federal housing and community development funds is the City of Santa Clara.
- **Developer/Contractor/Subrecipient:** The individual, company, corporation, partnership, business, or other entity that enters into a contract with the City of Santa Clara to carry out the work, service, or project specified in connection with receiving a federal HUD grant.
- **Subcontractor:** Any entity which has agreed to undertake a portion of the developer/contractor/subrecipient general contract.
- **Minority-Owned Business Enterprise (MBE):** Business primarily (51%) owned, operated and controlled by one or more members of the following race/ethnicity: Pacific Islander, American Native, African American/Black, American Indian/Alaskan Native, Hawaiian/Pacific Islander, Asian, or Hispanic.
- **Women-Owned Business Enterprise (WBE):** Primarily (51%) owned by one or more females.

***Required Program Participants' Responsibility:***

- The City will ensure that when soliciting bids for service, construction, or maintaining "contractor lists" for developers/contractor/subrecipient, the City will use the outreach provisions described under "Outreach Criteria."
- The City will require its developers/contractors/subrecipient to carry out the provisions of MBE/WBE when soliciting bids of subcontractors.

***Applicability:***

- When the City makes a grant to a developer/contractor/subrecipient for services or construction.
- When a developer/contractor/subrecipient subcontracts for services or construction.
- When the grant received by the developer/contractor/subrecipient or subcontractor exceeds \$10,000.
- When the developer/contractor/subrecipient or subcontractor is a for-profit organization/business, or a nonprofit hires a for-profit subcontractor.

***Steps to Meeting the Reporting Requirements:***

1. If applicable, each developer/contractor/subrecipient will need to self-certify to the City whether it is an MBE/WBE. A form will be provided to each agency awarded funds and reported annually by the developer/contractor/subrecipient.
2. Each developer/contractor/subrecipient will ensure that every subcontractor also self-certifies whether it is a MBE/WBE and this information is reported annually.
3. The City will follow the guidelines for “Outreach” when soliciting bids for developer/contractor/subrecipient.
4. Each developer/contractor/subrecipient will follow the guidelines for “Outreach” when soliciting bids for subcontractors and will report these efforts annually to the Housing Department.

***Required Outreach Criteria:***

- The Housing Department will maintain a list of local MBE/WBE companies and addresses and distribute to all developers/contractors/subrecipients.
- The Housing Department Rehabilitation Division will ensure that its “Contractor List” includes MBE/WBEs for homeowners to use when selecting eligible contractors. The list will be updated annually and include outreach to MBE/WBEs.
- When developers/contractors/subrecipients are soliciting bids from subcontractors, they will include in any notice to local newspaper that “Women and Minority Owned Businesses are strongly encouraged to apply.” Developers/contractors/subrecipients, when feasible, are strongly encouraged to consider posting in Spanish and Vietnamese newspapers.
- When the Housing Department announces Notices of Funding Availability or Community Development Block Grants application availability, efforts will be made to include in local newspaper posting that “Women and Minority Owned Businesses are strongly encouraged to apply” and printed, when feasible, in Spanish and Vietnamese newspapers.