

SUMMARY PAGE

Agency: Bill Wilson Center

Project: Emergency Rental Assistance Program.

Description: The ERAP will help prevent low-income (60% Area Median Income or lower) residents from being evicted, potentially resulting in homelessness due to excessive rental arrears brought on by the COVID-19 crisis.

Award (not to exceed): \$1,300,000 CDFA #: 14.218 (CDBG-CV) B-20-MC-06-0022

Term of the Agreement: Start Date: June 9, 2020 End Date: June 30, 2021

PARTIES TO AGREEMENT:

	ORGANIZATION	CITY OF SANTA CLARA
Organization Name:	Bill Wilson Center	Housing & Community Services Division
Address for Legal Notice:	3490 The Alameda	1500 Warburton Avenue.
City/State/Zip Code:	Santa Clara, CA 95050	Santa Clara, CA 95050
Attention:	Sparky Harlan Chief Executive Officer	Deanna Santana, City Manager
Email Address:	sharlan@billwilsoncenter.org	DSantana@santaclaraca.gov
Telephone No.:	(408) 243-0222	
Tax ID:	94-2221849	
DUNS #:	095988747	
Type of Entity:	501 (c) 3 public benefit corp.	
State of Incorporation or Residency:	California	
Ebiz Insurance #	S200000901	

**PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BILL WILSON CENTER**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Bill Wilson Center, a California nonprofit 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 the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the 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 – Performance Measures & Reporting Requirements

Exhibit C – Budget

Exhibit D – Insurance Requirements

Exhibit E – Special Grant Conditions

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

Exhibit G – MBE/WBE Guidelines

Exhibit H – Ethical Standards

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

Pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, the City has received Community Development Block Grant funds (“CDBG-CV”) from the United States Department of Housing and Urban Development (“HUD”) as an entitlement. From the CDBG-CV grant funds, City has appropriated an amount not to exceed ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000) (“Grant Funds”), subject to budget appropriations, to be given to Organization

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. 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 June 9, 2020 and terminate on June 30, 2021.

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 C 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
 and via email at: or ecalleja@santaclaraca.gov

Organization: Sparky Harlan, Chief Executive Officer
 3490 The Alameda
 Santa Clara, CA 95050
 and via email at: or sharlan@billwilsoncenter.org

6. OBLIGATIONS OF ORGANIZATION

A. Corporation of Organization: Organization shall:

- 1) Provide City, prior to the Effective Date of this Agreement, and, at all times during the Agreement period, within thirty (30) days of a change in status of any of the following documents, with:
 - a) A copy of Articles of Incorporation under the laws of the State of California;
 - b) A copy of current Bylaws of Organization;
 - c) Verification and documentation of Internal Revenue Service nonprofit status under Title 26, Section 501(c) of the Internal Revenue Code;
 - d) Verification and documentation of State of California Franchise Tax Board tax exempt status under Section 23701(d), of the California Revenue and Taxation Code;
 - e) Names and addresses of current Board of Directors of Organization;
 - f) A copy of the adopted personnel policies and procedures including an Affirmative Action Plan if staff exceeds fifteen (15) employees; and,
 - g) An organizational chart and staffing profile.
- 2) 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.
- 3) 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:
 - a) 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,
 - b) 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.
- 4) 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.

- 5) Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters.
- 6) 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).
- 7) Encourage public participation in planning and implementing services provided under this Agreement.
- 8) 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.

B. Program Performance of Organization: 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 C, titled "Budget", 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 Agreement period shall be reviewed by City prior to any public release.

G. Compliance with Ethical Standards: Organization shall comply with the City's Ethical Standards, a copy of which is set forth in Exhibit H, 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 §§ 570.501-502 and 2 CFR § 200.328, the City will evaluate the Program based on compliance with the Agreement, semi-annual reports received from Organization, and on-site monitoring of client and service-based data.

B. Method of Payment:

1) Advance Payments:

- a) Initial: Upon execution of Agreement, City shall advance a portion of the Grant Funds to provide start-up capital for the allowable costs and expenses to provide the Program in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) ("Initial Advance Payment").
- b) Second: Organization shall notify the City when 80% of the Initial Advance Payment has been expended. After review and verification of the Advance Payment Report(s) and Expenditure Summary (see Section 7.B.2), the City shall make a second advance payment in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) ("Second Advance Payment").
- c) Final: Organization shall notify the City when 80% of the Second Payment has been expended. After review of the Advance Payment Report(s) and Expenditure Summary (see Section 7.B.2), the City shall make a final Advance Payment in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000) ("Final Advance Payment").

2) Reporting Requirements: On a monthly basis, the Organization will submit an Advance Payment Report to the City that demonstrates how actual expenditures compare with the scheduled budget. The Advance Payment Report shall include the following information:

- d) An itemization of how advanced funds have been expended to-date (Expenditure Summary), including documentation that supports the expenditures (e.g., invoices, receipts, personnel hours, etc.). Invoices must be itemized based on the budget categories (i.e., tasks) specified in Exhibits B and C.
- e) City will notify Organization, in a timely manner, when, upon review of the Expenditure Summary, the City determines that any portion of the expenditures claimed are not eligible costs. The Organization may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks provided in the Agreement, the City will reject the claim and remove them from the Expenditure Summary.

Once the Organization has expended all advanced funds, then the method of payment will revert to the reimbursement process.

3) Repayment of Advance Payments: City may demand repayment from the Organization of all or any portion of the Advance Payments along with interest and take any other action that it deems necessary to protect its interests for the following conditions:

- a) Program is not being implemented in accordance with the provisions of the Agreement.
- b) Organization has failed in any other respect to comply with the provisions of this Agreement, and if the Organization does not remedy any such failure to the City's satisfaction.
- c) Failure by Organization to submit complete and accurate quarterly Advance Payment Reports by the required due dates, unless otherwise approved by City.
- d) Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- e) If advanced funds are not fully expended by Program completion, or upon earlier termination of Agreement, the unused funds shall be returned to City within sixty (60) calendar days.

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.

8. PROGRAM FEES

- A. All fees collected by the Organization for direct services during the Agreement 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 CDBG funds.
- B. Fees collected that remain unspent at the end of the Agreement period shall continue to be subject to the requirements of federal CDBG regulations and this Agreement.
- C. Fees received subsequent to the Agreement period shall not be governed by federal CDBG 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 LAW

- 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 E, 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 Grantee 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. In accordance with 2 CFR § 200.338, the City may suspend or terminate this Agreement if the Organization materially fails to comply with any terms of this Agreement, which include, but are not limited to:
 - 1) Organization fails to comply with existing conditions of the Agreement; or,
 - 2) Organization refuses to accept any additional conditions that may be imposed by City or the Federal government.
 - 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 § 570.503 and 2 CFR § 200.326, 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 Agreement period. The City will accept no further billing for that year's Agreement 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 Agreement 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. NO 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 OBLIGATIONS

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.

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, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager

“CITY”

BILL WILSON CENTER
a California non-profit corporation

Dated: _____

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

Name: Sparky Harlan

Title: Chief Executive Officer

Local Address: 3490 The Alameda

Santa Clara, CA 95050

Email Address: sharlan@billwilsoncenter.org

Telephone: (408) 243-0222

Fax: (408) 244-4022

“ORGANIZATION”

**PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
BILL WILSON CENTER**

**EXHIBIT A
SCOPE OF SERVICES**

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

1. Program Description

The City of Santa Clara's Emergency Rental Assistance (ERAP) program assists low-income households, that are at <60% of Area Median Income (AMI), with rental assistance to pay for arrears that have accumulated due to the COVID-19 Eviction Moratorium. The goal of the program is to prevent low-income households from becoming homeless.

Activity 1: Review program applications and supporting documentation; (i.e., review income status, review residency status, review "Notice of Inability to Pay Rent" form, etc.);

Activity 2: Issue subsidies to the landlord.

Activity 3: Report outcomes of the program.

2. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR § 570.208.

The Organization certifies that the activity(ies) carried out under this Agreement will **Benefit Low and Moderate-income Persons** by providing Rental Housing Subsidies not to exceed three consecutive months.

**PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
BILL WILSON CENTER**

**EXHIBIT B
PERFORMANCE MEASURES & REPORTING REQUIREMENTS**

The City will monitor the performance of the organization against goals and performance standards as stated.

1.01 Unduplicated Households.

Proposed total number of unduplicated households to be served by this Project only. For purposes of this Agreement, UNDUPLICATED HOUSEHOLDS shall be defined as a household that receive services at least once a year but who may not be counted more than once in that year. Organization shall retain records documenting eligibility. Such records shall include, but not be limited to, family size, total household income, gender head of household, race, ethnic, and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
CDBG-CV	200	0	0	0	200
Total Project	200	0	0	0	200

1.02 Services.

Throughout the term of this Agreement, Organization shall provide the following services to participants during the regular office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday:

Activity 1:

Issue subsidy checks to the landlord.

Activity 1	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Checks issued	200	0	0		200
TOTALS	200	0	0		200

1.03 Outcome Measure Statement and Measurement Methodology.

Outcome Measure #1	80% of households will stay housed for six months after issuance of the subsidy.
Measurement Methodology	6 months after assistance, a survey or a phone call will be completed to determine whether the applicant is still housed in the same unit.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	N/A	80%	NA

1.04 Organization must describe outreach efforts employed, and to be employed, to reach out to all persons without regard to race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.

1.05 Monitoring and Evaluation of Services: Organization shall timely furnish all client and service data, statements, records, information and reports necessary for City to monitor, review and evaluate the performance of the Organization with respect to the program and its components. The results of Organization's performance will be recorded on a standard monitoring and evaluation form. City shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by City.

1.06 Contract Noncompliance: With receipt by City of any information that indicates a failure or deficiency by Organization to comply with any provision of this Agreement or provide unsatisfactory service, the Agency shall have the right to require corrective action to enforce compliance with such provision. Corrective action shall be taken if any of the following, as examples only, occur:

- A. If Organization (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to City in connection with the Program;
- B. If there is pending litigation with respect to the performance by Organization of any of its duties or obligations under this Agreement, which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Program;
- C. If Organization shall have taken any action pertaining to the Program that requires City approval without having obtained such approval;
- D. If Organization is in default under any provisions of this Agreement;
- E. If Organization makes improper use of grant funds;

F. If Organization fails to comply with any of the terms and conditions of this Agreement in such a manner as to constitute material breach thereof; or,

G. If Organization submits to City any reports that are incorrect or incomplete in any material respect.

1.07 Corrective Action: City shall have the right to require the presence of any of Organization's officers at any meeting called for the purpose of considering corrective action within seven (7) business days of issuing such notice.

Following such meeting, the City shall forward to Organization a set of corrective action recommendations relative to unsatisfactory performance and/or noncompliance, and a timetable for implementing the specified corrective action recommendations; such timetable shall allow Organization not less than seven (7) business days to comply with the specified corrective action recommendations. Following implementation of the corrective actions, Organization shall forward to City, within the time specified by City, any documentary evidence required by City to verify that the corrective actions have been taken. In the event Organization does not implement the corrective action recommendations in accordance with the corrective action timetable, City may suspend payments hereunder, disallow all or part of the cost of the activity or action in noncompliance, provide notice of intent to terminate this Agreement, withhold future awards, and/or take other remedies that may be legally available.

**PUBLIC SERVICE GRANT AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
BILL WILSON CENTER**

**EXHIBIT C
BUDGET**

Program Services	CDBG Fund	In-Kind Donations	General Fund	Total Project Cost
Personnel	13510			13510
Benefits	4323			4323
Subtotal Personnel Costs:	17833			17833
Office supplies	1200			1200
Occupancy	400			400
Utilities	320			320
Software System				
Postage/Printing/Outreach	600			600
Insurance	200			200
Materials				
Contract Services	540			540
Audit				
Communication	420			420
Rental Assistance	1170000			1170000
Equipment (Computer)				
Management & General (.10)	108487			108487
Subtotal Non-Personnel:	1282167			1282167
TOTAL PROGRAM BUDGET:	1,300,000			1,300,000

REPROGRAMMING OF FUNDS

1. Initiated by City: City may channel the amount of underspending, in the case of underspending in a cost category, into another cost category of the Program or, in the case of underspending in the Program as a whole, to another project. City shall, before rechanneling, give Organization ten (10) business days written notice of its intention to recycle funds, together with a copy of City's expenditure review for the Program and statement of its reasons for such recycling. City shall make its final determination with respect to recycling only after Organization has been given an opportunity to present its views and recommendations with respect to such contemplated recycling. In no event, however, shall City be bound to accept Organization's views or recommendations with respect to such contemplated recycling.
2. Initiated by Organization: The City may, at the request of Organization, approve rechanneling of funds from any cost category or categories to any other cost category or categories at any time provided that:
 - A. There is not an increase in the Total Budget amount specified in Exhibit C of this Agreement; and
 - B. No cost category is increased by more than ten (10) percent of the Total Budget amount specified in Exhibit C of this Agreement.

Notice to Organization and an opportunity to present its views and recommendations must be accorded to Organization as specified hereinabove for cost underspending. Approval by the City's Program Manager of such rechanneling of funds must be in writing.

**PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA
AND
BILL WILSON CENTER**

**EXHIBIT D
INSURANCE 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]

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 E
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 E** means the City of Santa Clara.
- 1.02 Compliance with Applicable Federal Regulations. Organization agrees to comply with the requirements of Title 24 CFR Part 570, including subpart K of these regulations, except that (1) the Organization does not assume the City’s environmental responsibilities described in 24 CFR § 570.604; and (2) the Organization does not assume the City’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Organization also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this Agreement. The Organization further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 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 City and Organization, and their respective subcontractors, 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:
 - i. 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
 - ii. 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 CDBG-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

- iii. 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
- iv. 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. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549; 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 City 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 CDBG 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.
- p. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a

half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

q. Procurement of Recovered Materials: See 2 CFR 200.322.

- 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) and 24 CFR § 570.606(b); and (b) the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan (Plan) under section 104(d) of the HCD Act. 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 CDBG-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 CDBG-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 set forth in 24 CFR § 570.608 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 (i.e., Davis Bacon Act) Provisions. Except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, Organization and all subrecipients 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 the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The

contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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. Under 24 CFR Part 570.66, no officer, employee or agent of City or Organization who exercises any functions or responsibilities with respect to the CDBG 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.

Grantee shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- 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 CDBG Plan and/or Program, and participants whose principal employment is in connection with an activity financed by the CDBG 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.

- i. 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.
- ii. 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.
- iii. 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 CDBG 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. Block grant 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.
- g. Public Services. Block grant funds may be used for the provision of public services under the following conditions:
 - i. The public services provided are exclusively non-religious in nature and scope;
 - ii. There are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services;
 - iii. There is no religious discrimination in terms of employment or benefits under the public services; and
 - iv. The CDBG 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 CDBG expenditure for the public services.

- 1.19 Resident Aliens. (24 CFR § 570.613) Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for the benefits under covered activities funded by the CDBG Program. “Covered activities” are activities meeting the requirements of 24 CFR § 570.208(a) 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 agrees to comply with 2 CFR § 200.49 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. 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, Advanced Payment Report, 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 Part 200.
- g. Administer all programs in conformance with 2 CFR Part 200 Subpart E, Cost Principles. These principles shall be applied for all costs incurred whether charged in a direct or indirect basis.
- h. 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.
- i. Certify insurability subject to City approval as outlined in **EXHIBIT D** entitled "INSURANCE".
- j. 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.
- k. 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 § 570.502:

- 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:
 - i. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred to perform this Agreement, and
 - ii. 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:
 - i. for the period of five (5) years from the date of final payment to Organization under this Agreement; or
 - ii. for such longer period, if any, as may be required by applicable law; or
 - iii. 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 § 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;

- vi. Financial records as required by 24 CFR § 570.502 and 2 CFR Part 200; and
 - vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- 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:
- i. for a period of five (5) years after final payment under this Agreement; or,
 - ii. for such longer period as may be required by applicable law; or
 - iii. if this Agreement is completely or partially terminated, for a period of five (5) years from date of any resulting settlement;
 - iv. 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. 2 CFR § 200.500 sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards:
- i. 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.
 - ii. 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.

- iii. The audit must be completed and sent to the City's Department of Housing staff within one hundred fifty (150) days from the end of Organization's fiscal year.
- iv. 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:
 - 1. Balance Sheet or Statement of Financial Position;
 - 2. Statement of Support, Revenue, and Expenses and Changes in Fund Balances or Statement Activities;
 - 3. Statement of Functional Expenses;
 - 4. Statement of Auditor's Report;
 - 5. Communication of Internal Control Related Matters Identified in an Audit (Management Letter) from Auditor; and
 - 6. Organization shall also submit to the agency a written management response to the findings of the Internal Control Matters.
- f. Single Audits. 2 CFR § 200.501 states that 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 Part 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.
- iv. The single audit must include the following components:
 - 1. Balance Sheet or Statement of Financial Position;

2. Statement of Support, Revenue and Expenses and Changes in Fund Balances or Statement Activities;
 3. Statement of Functional Expenses;
 4. Schedule of Expenditures of Federal Awards;
 5. Independent Auditor's Report on the Financial Statement and Schedule of Expenditures of Federal Awards;
 6. Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters;
 7. Auditor's Report on Compliance with Requirements Applicable to Major Programs and on Internal Control over Compliance;
 8. Schedule of Findings and Questioned Costs.
- g. Organization's independent public accountant, certified to practice in the State of California, shall perform reviews of Organization 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.

- h. 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.
- i. 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.
- j. 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 Part 200 and applicable HUD regulations.

SECTION 3. OTHER REQUIREMENTS OF GRANTEE

- 3.01 Client Data. The Organization 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 City monitors or their designees for review upon request.
- 3.02 Disclosure. The Organization 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 City shall not end until all close-out requirements are completed pursuant to 24 CFR § 570.509. 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 City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.
- 3.04 Program Income. The Organization shall report all program income (as defined at 24 CFR § 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the subrecipient may use such income during the contract period for activities permitted under this 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 City 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 City.

- 3.05 Indirect Costs. 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, in a form specified by the City; or, a de minimis indirect cost rate as defined in 2 CFR § 200.414.

Alternatively, the Organization may submit an approved federally recognized indirect cost rate negotiated between the Organization and the Federal government.

- 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 2 CFR Part 200 and 24 CFR §§ 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. The subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property under the subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the City deems appropriate. If the Organization fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. 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 City deems appropriate.
- c. 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 City for the CDBG Program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

3.07 Hatch Act. The Organization 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 CDBG 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 City 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.

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**EXHIBIT F
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 City. City 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. GRANTEE 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:

Signature

Date

Bill Wilson Center

Please Print or Type Name of Organization

CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

5164. (a) (1) A county, city, city and county, or special district shall not hire a person for employment, or hire a volunteer to perform services, at a county, city, 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 a minor, if that person has been convicted of an offense specified in paragraph (2).

(2) (A) A violation or attempted violation of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or a 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) A felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.

(C) A felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of an offense 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, an offense specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or an offense specified in subdivision (c) of Section 667.5 of the Penal Code, provided that a record of a misdemeanor conviction shall not be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.

(b) (1) To give effect to this section, a county, city, 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 an offense specified in subdivision (a). The county, city, 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 a minor, for that person's criminal background.

(2) A local agency request 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. A fee shall not 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
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**EXHIBIT G
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 grantee 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 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.

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**EXHIBIT H
ETHICAL STANDARDS**

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made/makes any false statements/representations with respect to this Agreement.
2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.