

**AGREEMENT NO.  
COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT  
AGREEMENT  
FOR ADULT LITERACY SERVICES**

This Agreement (“Agreement”) made and entered into as of the date last signed below, between the CITY OF CHINO HILLS, a California municipal corporation and general law city (“Grantee”), and SAN BERNARDINO COUNTY on behalf of the JAMES S. THALMAN BRANCH LIBRARY, a California government entity (“Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Department of Housing and Urban Development (“HUD”) for activities authorized under Title I of the Housing and Community Development Act of 1974, as amended (“HCD Act”), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing the 2025-2026 Community Development Block Grant (CDBG) (Federal Grant Number: B-25-MC-06-0592; CFDA Number: 14.218) funds to accomplish the purposes of the HCD Act, and the Subrecipient is an agency of the Grantee, a governmental agency, or a nonprofit organization, selected by the Grantee to administer all or a portion of the Grantee’s CDBG Funds for the specified program year.

**NOW, THEREFORE**, it is agreed between the parties hereto that;

**1. SCOPE OF SERVICE**

- 1.1 Program or Service. The Subrecipient will be responsible for providing ongoing literacy services to illiterate adults. Services include providing tutoring and instructional support to English-speaking illiterate adult learners. Program and services provided by the Subrecipient will be administered in compliance with all applicable Federal, state and local rules and regulations governing these funds, and in a manner satisfactory with the Grantee.
- 1.2 General Administration. Administrative services in connection with the above stated activity will be provided by the Subrecipient.
- 1.3 National Objectives. All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives: benefit low-to and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the Low/Mod Clientele (LMC) National Objective. This goal will be met by providing programs and services as described in Section 1.1. Intake forms will collect relevant information from new prospective clients. For all

services rendered to those who do not qualify as a presumed beneficiary, an intake form must be completed that verifies each client's income.

- 1.4 Beneficiary Qualification. Subrecipient shall document BENEFICIARIES. Subrecipient shall retain these forms for five (5) year after conclusion of this agreement. Under CDBG regulations, the following clientele categories are presumed to be low-to and moderate-income persons and can qualify for service regardless of income: abused children; battered spouses; elderly persons (62 and older); severely disabled adults, homeless persons; illiterate adults; persons living with AIDS, and migrant farm workers. Therefore, no further documentation of the beneficiary incomes will be required.
- 1.5 Levels of Accomplishment – Goals and Performance Measures. Subrecipient agrees to provide adult literacy services to 45 unduplicated Chino Hills residents during the contract period. Program performance is to be tracked by the Subrecipient and reported to the Grantee on a quarterly basis, with a cumulative year-to-date component. Persons assisted will be tracked by income level (of extremely low-, low- or moderate-income level as defined by HUD), ethnicity (using HUD approved categories based on the 2020 US Census), female head of household, senior and/or disabled status.

Subrecipient is required to submit data necessary to complete the Comprehensive Annual Performance Report in accordance with HUD regulations in the format and at the time designated by Grantee. On a quarterly basis, by the 15<sup>th</sup> of the month following the quarter end, the Subrecipient shall submit a completed QUARTERLY PERFORMANCE REPORT, Exhibit A.

Subrecipient agrees to prepare and submit financial, program progress, and other reports as required by HUD or Grantee directives. Subrecipient shall maintain such program, property, personnel, financial, statistical and other records, supporting documents, and accounts as are considered necessary by HUD or Grantee to assure proper accounting for all Agreement funds. All Subrecipient records, with the exception of confidential client information, shall be made available to representatives of Grantee and the appropriate federal agencies.

- 1.6 Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Grantee or its designee will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of the Grantee and HUD shall have the right of access to

all activities and facilities operated by Subrecipient under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. Subrecipient will permit on-site inspection by Grantee, and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgment of the Grantee and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, agreement suspension or termination procedures will be initiated.

**2. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on July 1, 2025 and end on June 30, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. This agreement does not reimburse any expenditure made after the completion date of the agreement without written authorization to extend the agreement. The Grantee will recapture any funds not expended after the completion date of the agreement.

**3. BUDGET**

Subrecipient shall not obligate or expend funds for purposes other than those shown in the approved budget.

| Expense                          | Annual Salary | CDBG % | Budget Amount |
|----------------------------------|---------------|--------|---------------|
| Library Assistant (Branch Staff) | \$ 9,360      | 100%   | \$ 9,360      |
| Library Assistant (Branch Staff) | \$ 9,360      | 7%     | \$ 640        |
| Librarian II (Branch Manager)    | \$ 6,480      | 0%     | \$ 0          |
| Staff Analyst II                 | \$ 3,600      | 0%     | \$ 0          |
| Fiscal Specialist                | \$ 2,880      | 0%     | \$ 0          |
| Regional Manager                 | \$ 1,392      | 0%     | \$ 0          |
| Total                            |               |        | \$ 10,000     |

**4. USE OF FUNDS**

Funds allocated pursuant to this Agreement shall be used exclusively for costs included in the Subrecipient program budget. Agreement funds shall not be used

as security or to guarantee payments for any non-program obligations, or as loans for non-program activities.

## **5. PAYMENT**

Subject to the terms and conditions contained in this agreement, the Grantee agrees to provide funds in an amount not to exceed the sum of \$10,000 (ten thousand dollars). Subrecipient agrees that the allocation of CDBG funds will be used to provide services and programs that serve City of Chino Hills residents only.

Upon acceptance of this agreement by the Grantee, progress payments will be processed in accordance with the Grantee's Finance Department's Accounts Payable Schedule. Subrecipient must submit to the Grantee an invoice, in a form acceptable to the Grantee, that sets forth the amounts actually expended by the Subrecipient for the program provided that said expenses are included in the budget. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is requested, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied by supporting documentation, including but not limited to payroll reports or paid receipts for each expense. The Grantee shall pay Subrecipient for all expenses stated on the invoice, which are approved by the Grantee pursuant to this agreement within forty-five (45) days after receipt of each invoice.

All reimbursement requests must be submitted no later than thirty (30) days after the expiration of this Agreement. Requests received after said thirty (30) day period shall be considered non-compliant and not eligible for reimbursement under the terms of this Agreement.

## **6. FISCAL LIMITATIONS**

While not presently anticipated, HUD may, in the future, place programmatic or fiscal limitation(s) on Grantee CDBG funds. Accordingly, Grantee reserves the right to revise this Agreement in order to take account of actions affecting HUD program funding. In the event of funding reduction, Grantee may reduce the budget of this Agreement as a whole or as to cost category, may limit the rate of Subrecipient's authority to commit and spend funds, or may restrict Subrecipient's use of both its uncommitted and its unspent funds. Where HUD has directed or requested Grantee to implement a reduction in funding, in whole or as to cost category, with respect to funding for this Agreement, Grantee may implement and effect such a reduction and in revising the Agreement for such purpose. Where Grantee has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Agreement of Subrecipient, Grantee may act to suspend the operation of this Agreement for up to sixty (60) days upon three (3) days notice to Subrecipient of its intention to so act, pending an audit or other

resolution of such questions. In no event, however, shall any revision made by Grantee affect expenditures and legally binding commitments made by Subrecipient before it receives notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

## **7. NOTICES**

7.1 Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal delivery, (ii) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice. In addition to one of the three methods set forth above, the parties are encouraged to provide a copy of said notice by email at the email address listed below:

City of Chino Hills  
Community Services Department  
Attn: Sarah Snyder  
14000 City Center Drive  
Chino Hills, CA 91709  
E-mail: [ssnyder@chinohills.org](mailto:ssnyder@chinohills.org)

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

7.2 All notices, demands, requests or approvals from Grantee to Subrecipient shall be addressed to Subrecipient at the contact information provided on the signature page of this Agreement.

## **8. SPECIAL CONDITIONS**

None

## **9. GENERAL CONDITIONS**

9.1 General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the

Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

Subrecipient shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, Subrecipient shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

Subrecipient shall comply with Executive Orders 11625, 12138, 12432, 12250, and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, and other applicable Federal, state and local laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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

All parties agree to be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the HCD Act; 24 Code of Federal Regulations, Part 570; and The Uniform Guidance (2 CFR § 200).

- 9.2 Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. All parties hereto in the performance of this Agreement will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- 9.3 HUD Hold Harmless. Subrecipient shall indemnify, defend and hold harmless Grantee against any liability, claims, losses, demands, and actions incurred by Grantee as a result of the determination by HUD or its successor that activities undertaken by Subrecipient under the program(s)

fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Subrecipient under this Agreement were improperly expended. The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

- 9.4 Indemnification. The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.
- 9.5 Grantee Recognition. The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- 9.6 Amendments. This writing with attachments, embodies the whole of this Agreement of the parties hereto. There are no oral agreements contained herein. Except as herein provided, addition or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both parties.

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

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

- 9.7 Suspension or Termination. This Agreement may be terminated in whole or in part at any time by either party upon giving (30) days notice in writing to the other party. Agreement must be reached by both parties as to

reasons and conditions for termination in compliance with the provisions of federal regulations at 2 CFR 200.339, Termination for Convenience.

In accordance with 2 CFR 200.339 and 200.340, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

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

Grantee may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Agreement activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. If Subrecipient materially fails to comply with any term of this Agreement, Grantee may take one or more of the actions provided under federal regulation at 2 CFR 200.208 and 2 CFR 200.339, Enforcement, which includes temporarily withholding cash, disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, and other remedies that are legally available. In such an event, Subrecipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

In accordance with 2 CFR 200.340-342, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

- 9.8 Suspension and Debarment. By entering this Agreement, Subrecipient certifies that Subrecipient, including its principals, is not suspended or debarred from participating in federally funded contracts and sub-awards.

## 10. INSURANCE

- 10.1 General Liability Insurance. Subrecipient must provide and maintain at all times general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. The policy must carry a general liability special endorsement naming the City of Chino Hills, its elected and appointed officers, employees, agents and volunteers as additional named insureds in the amount of one million dollars (\$1,000,000) per occurrence. Certificates of insurance evidencing these coverage requirements must be sent to the Community Services Department and must be approved by the City's Risk Manager or his/her designee.
- a. Coverage must have the policy limits described above and be provided by an insurance carrier with A.M. Best's Insurance Guide Rating of A– (or higher) and Financial Size Category Class of VII (or larger).
  - b. Subrecipient's insurance coverage shall be primary insurance and/or primary source of recovery as respects to City, its elected and appointed officers, agents, officials, employees and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Subrecipients operations or Service provided to the Grantee. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.
  - c. Said policy must also provide a written thirty (30) day notice of cancellation to the City of Chino Hills, Community Services Department, at the following address: 14000 City Center Drive, Chino Hills, CA 91709.
- 10.2 Workers' Compensation Insurance. By executing this Agreement, Subrecipient certifies that Subrecipient is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any work. Subrecipient will carry the insurance or provide for self-insurance required by California law to protect said Subrecipient from claims under the Workers' Compensation Act.
- a. The insurer issuing the Workers' Compensation insurance must amend its policy by endorsement to waive all rights of subrogation against the

City, its elected and appointed officers, agents, officials, employees and volunteers. Subrecipient must submit to City, along with the required certificate of insurance, a copy of such waiver of subrogation endorsement.

- b. In the event Subrecipient has no employees requiring Subrecipient to provide Workers' Compensation insurance, Subrecipient shall so certify to City in writing prior to City's execution of this Agreement.

10.3 Automobile Liability Coverage. Subrecipient shall maintain automobile insurance covering bodily injury and property damage for all activities of the Subrecipient arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence, or as approved by the City's Risk Manager or his/her designee.

10.4 Subrecipient agrees to maintain and provide insurance coverage as marked below:

- Subrecipient is providing a copy of the General Liability Insurance with Additional Insured Endorsement that meets the above requirements.
- Subrecipient, as required by State Statutes, including Waiver of Subrogation, is providing a copy of the Workers Comp Insurance certificate that meets the above requirements.
- Subrecipient certifies that, in the performance of the work for which this Agreement is entered into, it will not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.
- Subrecipient certifies that it has and will maintain automobile insurance consistent with the financial responsibility requirements of the State of California. Such insurance shall cover bodily injury and property damage for all activities arising out of or in connection with work to be performed as set forth in this Agreement.

10.5 Subrecipient and City are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

## 11. ADMINISTRATIVE REQUIREMENTS

### 11.1 Financial Management

11.1.1 Accounting Standards. The Subrecipient agrees to comply with 2 CFR 200.302 (Financial Management) and 2 CFR 200.303 (Internal Controls) 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.

11.1.2 Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" or A-21, "Costs Principles for Educational Institutions" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### 11.2 Documentation And Record Keeping

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.302-305; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

11.2.2 Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

- 11.2.3 Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
- 11.2.4 Disclosure. The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this agreement, is prohibited by the California Privacy Rights Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 11.2.5 Close-outs. The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
- 11.2.6 Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) 2 CFR 200.501.

Subrecipient is required to arrange for an independent financial audit performed within the direction of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this Agreement. When Subrecipient receives \$1,000,000 or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) 2 CFR 200.501.

Subrecipient shall submit a copy of the audit report to Grantee within nine (9) months after the end of the audit period. Within thirty (30) days of the submittal of said audit report, Subrecipient shall provide to Grantee a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report.

Grantee, or any state or federal agency, may make additional audits or reviews, as necessary, to carry out the responsibilities of Subrecipient under Grantee, state or federal laws and regulations. Subrecipient agrees to cooperate fully with all persons conducting said additional audits or reviews. Grantee and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Subrecipient.

If indications of misappropriation or misapplication of the funds of this Agreement cause Grantee to require an additional audit, the cost of the audit will be encumbered and deducted from this Agreement budget.

Should Grantee subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Agreement budget. Subrecipient shall reimburse all misappropriation or misapplication of funds to Grantee. In the event Grantee uses the judicial system to recover

misappropriated or misapplied funds, Subrecipient shall reimburse Grantee legal fees and court costs in addition to awards.

### 11.3 Reporting and Payment Procedures

- 11.3.1 Program Income. The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the agreement period for activities permitted under this agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.
- 11.3.2 Indirect Costs. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
- 11.3.3 Payment Procedures. The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this agreement for costs incurred by the Grantee on behalf of the Subrecipient.
- 11.3.4 Progress Reports. The Subrecipient shall submit two Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee on a quarterly basis, as well as on an annual basis to illustrate cumulative accomplishments.

## 11.4 Procurement

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

11.4.2 OMB Standards. Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-327.

11.4.3 Travel. The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

11.5 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 200.307, 200.311, 200.13, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

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

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

## **12. RELOCATION, REAL PROPERTY, ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **13. PERSONNEL & PARTICIPANT CONDITIONS**

### **13.1 Civil Rights**

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

13.1.2 Nondiscrimination. No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Agreement.

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and

executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

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

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

## 13.2 Affirmative Action

13.2.1 Reserved.

13.2.2 Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The

Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- 13.2.3 Access to Records. The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- 13.2.4 Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 13.2.5 Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- 13.2.6 Subcontract Provisions. The Subrecipient will include the provision of Paragraph X.A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### 13.3 Employment Restrictions

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

Subrecipient agrees that it will not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the activities funded under this Agreement. Further, Subrecipient agrees that it will not perform or permit political activities in connection with the performance of this Agreement.

Funds made available under this Agreement will be used exclusively for performance of the work required under this Agreement and no funds made available under this Agreement shall be used to promote any religious or political activities. If the Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Agreement, and participation must be voluntary for the beneficiaries of the CDBG-funded program services.

Subrecipient certifies and agrees that it will not use funds provided through this Agreement to pay for entertainment, gifts, or fund raising activities.

- 13.3.2 Labor Standards. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- 13.3.3 “Section 3” Clause

- a. Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR75, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

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

- b. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### 13.4 Conduct

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

of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

13.4.2 Subcontracts

- a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content. The Subrecipient shall cause all of the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d. Selection Process. The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

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

13.4.4 Conflict of Interest. Subrecipient shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., federal conflict of interest regulations found in 24 CFR 570.611, 2 CFR 200.112, and 2 CFR 200.318(c )(1), and any other applicable policies, rules and regulations related to conflict of interest.

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

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

13.5 Lobbying. The Subrecipient hereby certifies that:

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

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

13.5.3 It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

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

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

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

## 14. ENVIRONMENTAL CONDITIONS

14.1 Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

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

14.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal

Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- 14.3 **Lead-Based Paint.** The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- 14.4 **Historic Preservation.** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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

## **15. SEVERABILITY**

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

## **16. SECTION HEADINGS AND SUBHEADINGS**

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

**17. WAIVER**

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

**18. ENTIRE AGREEMENT**

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

**19. FORM OF AGREEMENT; EXECUTION IN COUNTERPARTS**

This agreement may be executed in duplicate originals, each of which is deemed to be an original, and may be executed in counterparts. Electronically signed copies of this agreement utilizing technology which conforms to the requirements in both government code section 16.5 and 2 California code of regulations section 22003 shall legally bind the parties to the same extent as original documents.

*[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and OMB Circular A-87 would apply.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the last date signed below.

**SUBRECIPIENT:**

**SAN BERNARDINO COUNTY on behalf of JAMES S. THALMAN BRANCH LIBRARY**

|  |   |
|--|---|
| _____<br><b>Signature</b>                  | _____<br><b>Date</b>                    |
| <u>Melanie Orosco</u><br><b>Print Name</b> | <u>County Librarian</u><br><b>Title</b> |

|                            |                       |
|----------------------------|-----------------------|
| _____<br><b>Signature</b>  | _____<br><b>Date</b>  |
| _____<br><b>Print Name</b> | _____<br><b>Title</b> |

268 W. Hospitality Ln. San Bernardino, CA 92415  
**Business Mailing Address**

|                            |  |
|----------------------------|--|
| _____<br><b>Cell Phone</b> | <u>909-387-2220</u><br><b>Business Phone</b> |
|----------------------------|--|

|  |                                  |
|--|----------------------------------|
| <u>Melanie.Orosco@lib.sbcounty.gov</u><br><b>Email Address</b> | _____<br><b>Business Website</b> |
|--|----------------------------------|

**GRANTEE:**

**CITY OF CHINO HILLS**

|  |                      |
|--|----------------------|
| _____<br><b>Benjamin Montgomery</b><br><b>City Manager</b> | _____<br><b>Date</b> |
|--|----------------------|

**Attest**

|  |                      |
|--|----------------------|
| _____<br><b>Cheryl Balz</b><br><b>City Clerk</b> | _____<br><b>Date</b> |
|--|----------------------|

## EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT  
 QUARTERLY PERFORMANCE REPORT  
 STATISTICAL INFORMATION FOR NONPROFIT AGENCY PROJECT/PROGRAM  
 FISCAL YEAR \_\_\_\_\_

|                  |  |             |  |
|------------------|--|-------------|--|
| AGENCY NAME:     |  | CONTRACT #: |  |
| PROJECT TITLE:   |  |             |  |
| PREPARER'S NAME: |  |             |  |
| EMAIL:           |  | PHONE:      |  |

|  |  |   |  |   |
|--|--|---|--|---|
| REPORTING PERIOD:                                | <input type="checkbox"/> July 1 – Sept. 30 | <input type="checkbox"/> Oct. 1 – Dec. 31 | <input type="checkbox"/> Jan. 1 – Mar 30 | <input type="checkbox"/> Apr 1 – Jun 30 |
| ANNUAL ACCOMPLISHMENT GOAL (# of people served): |  |   |  |   |

I. **DIRECT BENEFITS INFORMATION** (Keep year to date running total for annual report submitted to HUD)

|                                  | NUMBER OF PEOPLE SERVED  |              |
|----------------------------------|--------------------------|--------------|
|                                  | Current Reporting Period | Year-to-Date |
| New People Served (unduplicated) |                          |              |
| Income                           |                          |              |
| Extremely Low Income             |                          |              |
| Low Income                       |                          |              |
| Moderate Income                  |                          |              |
| Above Moderate Income            |                          |              |
| Total                            |                          |              |

| Race   | Hispanic Ethnicity |                    |
|--|--------------------|--------------------|
|  | Total No.          | Hispanic Ethnicity |
| American Indian or Alaska Native                                   |                    |                    |
| Asian  |                    |                    |
| Black/African American   |                    |                    |
| Native Hawaiian or Other Pacific Islander                          |                    |                    |
| White  |                    |                    |
| American Indian or Alaska Native <i>and</i> White                  |                    |                    |
| Asian <i>and</i> White   |                    |                    |
| Black/African American <i>and</i> White                            |                    |                    |
| American Indian or Alaska Native <i>and</i> Black/African American |                    |                    |
| Other Multiples Races  |                    |                    |
| Total  |                    |                    |

|                          |  |  |
|--------------------------|--|--|
| Female Head of Household |  |  |
| Homeless                 |  |  |
| Seniors                  |  |  |
| Disabled                 |  |  |

Only Report on unduplicated first time clients. If they are repeat participants, you can only count them one time at the beginning of their participation. In order to count a participant as a beneficiary, you must have a Beneficiary Qualification Statement/Intake Form on file.

New People Served, Total Income, and Total Race should all equal to the same number.

**II. BENCHMARK (as reflected in the submitted Performance Based Reporting Formula worksheet)**

|  |  |
|--|--|
|  |  |
|--|--|

|  |  |
|--|--|
| <b>Target to be Served:</b>                      |  |
| <b>Number Actually Benefitting this Quarter:</b> |  |
| <b>TOTAL SERVED TO DATE:</b>                     |  |

**III. ACTIVITY PERFORMANCE**

Describe specific work task and quantified accomplishments related to the specified benchmark achieved for this reporting period. If activity has not achieved proposed goals, an explanation must be provided.

|  |
|--|
|  |
|--|

**IV. PROGRESS REPORT**

Describe success or problems encountered with the project.

|  |
|--|
|  |
|--|

**V. PROBLEMS OR CONCERNS**

Anticipated problems or concerns with the project with which the City of Chino Hills could assist.

|  |
|--|
|  |
|--|