

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-262

SAP Number

Community Development and Housing Department

Department Contract Representative	<u>Bryan Anderson, Supervising ECD Analyst</u>
Telephone Number	<u>(909) 287-4351</u>
Contractor	<u>The Salvation Army, a California corporation</u>
Contractor Representative	<u>Captain J. Koebel</u>
Telephone Number	<u>(909) 888-4880</u>
Contract Term	<u>February 9, 2021 – April 30, 2022</u>
Original Contract Amount	<u>\$294,204.00</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$294,204.00</u>
Cost Center	<u>621.000.2481</u>

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is made and entered into by and between San Bernardino County (COUNTY) and the Salvation Army (AGENCY), a California corporation.

WITNESSETH

WHEREAS, COUNTY has entered into a contract with the United States Department of Housing and Urban Development (HUD) to administer the COUNTY's Community Development Block Grant - Coronavirus (CDBG-CV) Program to prevent, prepare for and respond to the coronavirus pandemic, which includes this project, under the Housing and Community Development Act of 1974 (ACT), as amended.

WHEREAS, COUNTY recognizes the benefit in providing access to nutritious food to low- and moderate-income individuals and families persons as a means of addressing food insecurities as a result of the coronavirus pandemic and,

WHEREAS, AGENCY will provide access to nutritious food to income-eligible households who reside within the unincorporated County jurisdiction and the 13 Urban County participating cities of Adelanto, Barstow, Big Bear Lake, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Redlands, Twentynine Palms, Yucaipa and the Town of Yucca Valley.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. AGENCY RESPONSIBILITIES

a. General Requirements

- (1) AGENCY and any subcontractors of AGENCY shall be in compliance with all applicable federal, state, and local laws, required to perform this Contract. AGENCY shall be required to repay the COUNTY in the event of non-compliance with any applicable law if the COUNTY is required to repay any amount of funds to HUD as a result of AGENCY or it's subcontractor's non-compliance.
- (2) AGENCY and its subcontractors shall perform the work in accordance with federal, state and local housing and building codes, as applicable.
- (3) AGENCY shall be responsible to accomplish the levels of performance as set forth in Attachment A – Scope of Work and report such measures monthly to the COUNTY with each reimbursement request. The COUNTY will review the AGENCY's performance to assess expenditure and performance progress. If AGENCY is not meeting expenditure and performance measures, the COUNTY will work with AGENCY to identify strategies and remediate performance issues.
- (4) AGENCY's obligation to the COUNTY shall not end until all closeout requirements are completed. Activities during closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent funds, and accounts receivable to the COUNTY), and determining the custodianship of records.

2. SCOPE OF SERVICES

Agency will implement the program described in the attached Attachment A.

3. TIME OF PERFORMANCE

The services to be provided by AGENCY shall commence upon approval of this contract and shall be completed no later than April 30, 2022.

4. COMPENSATION AND METHOD OF PAYMENT

For performance of such services, COUNTY shall provide funding in an amount not to exceed **Two Hundred Ninety Four Thousand Two Hundred Four Dollars and no cents (\$294,204.00)**. Expenditures for each project shall not exceed the amounts detailed in the Attachment A, as referenced in Section 2, above. Payments will only be made on a reimbursable basis, only out of funds available, and only from funds received from the Federal government under the ACT. There will be no charge upon the General Funds of the COUNTY. Any costs in excess of the amount available in this section, shall be the sole responsibility of AGENCY. However, this condition does not preclude COUNTY from providing additional funding at its sole discretion.

All reimbursement requests for payments must be made on a monthly basis and submitted to the COUNTY using the Monthly Reimbursement Request Form (Attachment D). Said reimbursement request shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Attachment B of this Contract. All reimbursement requests for payment are due within 30 days after the reporting period. After timely receipt and approval of each payment request form, the COUNTY will draw a check in favor of AGENCY in the approved amount.

5. COMPLIANCE WITH LAWS

AGENCY hereby agrees that it will comply with all applicable federal, state, and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR Part 85; 2 CFR Part 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”; and the County of San Bernardino Policy Manual. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

6. PREVAILING WAGES

By its execution of this Contract, AGENCY certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, AGENCY agrees to fully comply with such Prevailing Wage Laws. AGENCY shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the AGENCY’s principal place of business and at the project site. Pursuant to Section 21, AGENCY shall defend, indemnify and hold the COUNTY, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

7. ON-SITE INSPECTION

AGENCY shall make available for inspection during the term of this Contract and for a period of five (5) years thereafter its performance, financial and all other records pertaining to performance of this Contract to authorized COUNTY and HUD personnel, and allow said personnel to inspect and monitor its facilities and program operations, including the interview of AGENCY staff and program participants, as required by the COUNTY.

AGENCY agrees to submit all data necessary to complete the annual Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.

8. CERTIFICATION OF COMPLIANCE [FOR NON-PROFIT CORPORATIONS OR FOUNDATIONS]

AGENCY certifies that it is organized in accordance with the laws of the State of California and is in good stand standing with the Secretary of State and all other regulatory agencies with jurisdiction, including but not limited to, the Internal Revenue Service and the California Franchise Tax Board. Upon request of COUNTY, AGENCY will provide corporate documents demonstrating the organization, existence and good standing of the corporation or foundation.

9. AUTHORIZATION TO EXECUTE

The officer executing this Contract certifies that he or she has the power and authority to execute this Contract on behalf of AGENCY and that this Contract is binding and enforceable against AGENCY in accordance with its terms.

10. ACCOUNTING AND RECORDS

AGENCY must establish and maintain on a current basis, an adequate accounting system in accordance with Generally Accepted Accounting Principles. AGENCY agrees to maintain all records relating to this Contract for a period of three (3) years after the termination or expiration of this Contract. COUNTY or any appointee thereof shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested.

11. VIOLATION OF CONTRACT

Except as otherwise provided in this CONTRACT, in the event that AGENCY violates any of the terms and conditions of this Contract, COUNTY shall give written notice of violation and demand for correction. If, within thirty (30) days from receipt of written notice, AGENCY has not corrected the violation or shown acceptable cause, COUNTY has the right to terminate this Contract. COUNTY will provide a written Notice of Termination. It is agreed that in the event of a termination due to a violation of this Contract by AGENCY, it shall pay to COUNTY within ten (10) days of receipt of a Notice of Termination, any and all unexpended funds. If AGENCY violates any terms and conditions regarding the proper expenditure of funds, AGENCY will be required to reimburse COUNTY for any improper expenditure. In the event of a violation, COUNTY may pursue any legally available remedies.

12. ASSIGNMENT

This Contract is not assignable by AGENCY, without the express written consent of COUNTY. Any attempt by AGENCY to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

13. TERMINATION AND TERMINATION COSTS

Except as otherwise provided herein, this Contract 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. The Director of Community Development and Housing (CDH) or his designee is hereby empowered to give said notice subject to ratification by the COUNTY.

Except as otherwise provided herein, COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in COUNTY funding for the Contract activity or if for any reason the timely completion of the services under this Contract is rendered improbable, infeasible or impossible. If AGENCY fails to comply with any material term of this Contract, COUNTY may take one or more of the following actions: disallowing non-compliant costs, wholly or partly suspending or terminating the award, withholding further awards, prosecuting an action for breach of contract and any other remedies that are legally available.

14. REVERSION OF ASSETS

Except as otherwise provided herein, upon Contract termination, AGENCY shall transfer to COUNTY all COUNTY Funds on hand at the time of expiration and any accounts receivable attributable to the use of COUNTY Funds.

15. TIME OF PERFORMANCE MODIFICATIONS

CDH Director may grant time of performance modifications to this Contract when such modifications:

- a. In aggregate do not exceed six (6) calendar months;
- b. Are specifically requested by AGENCY;
- c. Will not change the project goals or scope of services;
- d. Are in the best interests of COUNTY and AGENCY in performing the scope of services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

16. INDEPENDENT AGENCY

All parties hereto in the performance of this Contract 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.

17. DISCRIMINATION

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 Contract.

18. CONTRACT COMPLIANCE

AGENCY shall comply with Executive Orders 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107, (Equal Employment Opportunity), 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, and the California Fair Housing and Employment Act, and other applicable federal, state and COUNTY laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

19. IMPROPER CONSIDERATION

AGENCY shall not offer (either directly or through an intermediary) any improper consideration, such as, but not limited to, cash, discounts, services or the provision of travel or entertainment, or any items of value to any officer, employee or agent of COUNTY in an attempt to secure favorable treatment regarding this Contract or any contract awarded by COUNTY. COUNTY, by notice, may immediately terminate this Contract or any COUNTY contract if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of COUNTY with respect to any proposal or award process involving this Contract or any other COUNTY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Contract or any COUNTY contract has been awarded. Attorneys shall immediately report any attempt by any COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from AGENCY. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Department of Community Development and Housing (CDH). In the event of a termination under this provision, COUNTY is entitled to pursue any available legal remedies.

20. MISREPRESENTATION

If during the course of the administration of this Contract, COUNTY determines that AGENCY has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to COUNTY, this Contract may be immediately terminated. If this Contract is terminated according to this provision, COUNTY is entitled to pursue any available legal remedies.

21. INDEMNIFICATION

AGENCY agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault indemnitees. AGENCY's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

22. INSURANCE REQUIREMENTS

AGENCY agrees to provide insurance set forth in accordance with the requirements herein. If AGENCY uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, AGENCY agrees to amend, supplement, or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in any way affecting the indemnity herein provided and in addition thereto, AGENCY shall self-insure to the levels identified herein or shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of AGENCY and all risks to such persons under this Contract.

If AGENCY has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY's Risk Manager.

With respect to AGENCYS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the COUNTY's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Commercial/General Liability Insurance – AGENCY shall carry General Liability Insurance covering all operations performed by or on behalf of AGENCY providing coverage for both bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a) Premises operations and mobile equipment
- b) Products and completed operations
- c) Broad form property damage (including completed operations)
- d) Explosion, collapse and underground hazards
- e) Personal injury
- f) Contractual liability
- g) \$2,000,000 general aggregate limit

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If AGENCY is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If AGENCY owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain endorsements naming COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for COUNTY to vicarious liability but shall allow coverage for COUNTY to the full extent

provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – AGENCY shall require the carriers of required coverages to waive all rights of subrogation against COUNTY, its officers, employees, agents, volunteers, AGENCY and AGENCY subcontractors. All general or auto liability insurance coverage provided shall not prohibit AGENCY and its employees or agents from waiving the right of subrogation prior to a loss or claim. AGENCY hereby waives all rights of subrogation against COUNTY.

Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by COUNTY.

Severability of Interests – AGENCY agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between AGENCY and COUNTY or between COUNTY and any other insured or additional insured under the policy.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by COUNTY will be promptly reimbursed by AGENCY or COUNTY payments to AGENCY will be reduced to pay for COUNTY purchased insurance.

23. PROOF OF COVERAGE

AGENCY shall furnish certificates of insurance to the COUNTY evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to COUNTY, and AGENCY shall maintain such insurance from the time it commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, AGENCY shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

24. INSURANCE REVIEW

Insurance requirements are subject to periodic review by COUNTY. The COUNTY's Risk Manager, or designee, is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of COUNTY. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager, or designee, is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. AGENCY agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on part of COUNTY.

25. ELECTRONIC FUNDS

AGENCY shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the AGENCY's designated checking or other bank account. AGENCY shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

26. LEGAL FEES

AGENCY understands and agrees that any and all legal fees or costs associated with any litigation or other legal proceedings, concerning this Contract shall be the AGENCY's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

27. CERTIFICATION REGARDING USE OF FUNDS

By execution of this Contract, AGENCY certifies that it will use the funds provided in accordance with the description of the scope of services described in Section 2. Failure to do so will result in a breach of contract and COUNTY may pursue any available remedies.

28. AMENDMENTS: VARIATIONS

This writing, with attachments, embodies the whole of the Contract of the parties hereto. There are no oral agreements contained herein. Except as herein provided, any changes to or variation in the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

29. INVALID CONDITIONS

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Contract shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of the Contract shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

30. BINDING INTEREST

This Contract shall be binding on the parties, successors in interest, heirs and assigns.

31. SEVERABILITY

If any provision of this Contract shall, to any extent, be deemed to be invalid or unenforceable, the remainder of the Contract shall not be affected, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.

32. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

County of San Bernardino
Community Development and Housing
Department
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0043
Attn: Bryan Anderson, Supervising ECD Analyst
Email: Bryan.Anderson@cdh.sbcounty.gov
Phone: (909) 387-4351

The Salvation Army
16941 Keegan Avenue
Carson, CA 90746
Attn: Captain J. Koebel and
Naomi Kuhlman Goforth, Program Manager
Email: Naomi.Kuhlman@usw.salvationarmy.gov
Phone: (909) 888-4880

33. COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

34. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any part or representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of this own free will.

IN WITNESS WHEREOF, the County of San Bernardino and AGENCY have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

▶ *Curt Hagman*
 Curt Hagman, Chairman, Board of Supervisors

Dated: APR 06 2021

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
 Lynna Monell
 Clerk of the Board of Supervisors
 of the County of San Bernardino
 Deputy



The Salvation Army, a California corporation

~~SALVATION ARMY OF CALIFORNIA~~
 (Print or type name of corporation, company, contractor, etc.)

By ▶ *[Signature]*
 (Authorized signature - sign in blue ink)

Name ~~Captain J Koebel~~ DOUGLAS TOLLERUD
 (Print or type name of person signing contract)

Title ~~Executive Director~~ TREASURER
 (Print or Type)

Dated: APR 06 2021

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form ▶ <u><i>Suzanne Briant</i></u>	Reviewed for Contract Compliance ▶ _____	Reviewed/Approved by Department ▶ _____
Suzanne Briant Deputy County Counsel		
Date <u>2-5-2021</u>	Date _____	Date _____

IN WITNESS WHEREOF, the County of San Bernardino and AGENCY have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

THE SALVATION ARMY, a California Corporation
(Print or type name of corporation, company, contractor, etc.)

►

 Curt Hagman, Chairman, Board of Supervisors

By ► _____
(Authorized signature – sign in blue ink)

Dated: _____
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Name Captain J. Koebel
(Print or type name of person signing contract)

Lynna Monell
 Clerk of the Board of Supervisors
 of the County of San Bernardino

Title Executive Director
(Print or Type)

By _____
 Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Suzanne Bryant, Deputy County Counsel	►	►  Gary Hallen, Director
Date _____	Date _____	Date <u>2/4/2021</u>

ATTACHMENT A SCOPE OF WORK

As a means of addressing food insecurities as a result of the Covid-19 pandemic, the Salvation Army will use CDBG-CV1 funds to provide a two-pronged food distribution program referred to as the Emergency Food Services program to eligible residents in need.

SERVICES:

The Salvation Army Emergency Food Services Program

The Salvation Army will implement a two-pronged program referred to as the Emergency Food Services Program. Each component of this program will provide the following services:

1. Hospitality House Residents' Meals

The Hospitality House Emergency Shelter provides emergency shelter and support services to homeless persons and families. More specifically this program will provide prepared meals and meal distribution to shelter residents and their children. Approximately unduplicated 150 people will be assisted.

2. Grocery & Commodities Outreach Program

This program will provide food boxes for curbside pickup to eligible households experiencing food insecurity. Weekly food distribution will occur at the San Bernardino/Highland and Redlands facilities. Approximately 1,950 people will be assisted.

CDBG-CV1 funds will be used to pay for personnel costs, food, equipment (refrigerate delivery truck and industrial refrigeration/freezer unit), some utilities, and necessary facility electrical upgrades to support the refrigeration units.

UNITS OF SERVICE:

Approximately 1,950 unduplicated persons will be served during the contract period by this program.

The units of service must be reported on Part I: Monthly Program Progress Report, Exhibit 4 & 5. A unit of service is defined as one (1) adult from a low-to-moderate income household participating in the Federally funded activity.

TIME OF PERFORMANCE:

February 9, 2021 – April 30, 2022

PROGRAM PARTICIPANT PERFORMANCE STANDARDS:

Documentation on family size and income must be maintained in order to show that at least 51 percent of the clientele are LMI.

MEASUREABLE OUTCOMES:

Approximately 1,950 unduplicated persons will be served by this program.

SPECIAL INSTRUCTIONS AND RESTRICTIONS:

- Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, the Agency must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source. The Agency is required to develop and maintain adequate procedures to prevent the duplication of benefits that address (individually or collectively) each activity or program. These policies and procedures must include, at a minimum; 1) A requirement that any person or entity receiving CDBG-CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that determined to be duplicative; and 2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet the need.
- Agency may use CDBG-CV1 funds to provide a new or increased level of a public service.
- For programs with multiple funding sources, administrative and indirect costs charged to this grant must be determined using the Agency's approved Cost Allocation Plan.
- The current standard Internal Revenue Service mileage allowance will be used for reimbursement of authorized costs associated with vehicle operation under this contract.
- All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36.
- Agency will submit a final request for reimbursement for the program year no later than April 30, 2022.
- Upon the expiration or sooner termination of the Agreement, Participant shall transfer to County (a) any and all CDBG Funds and program income on hand, (b) any accounts receivable attributable to the use of CDBG Funds or program income, and (c) if any CDBG Funds or program income was used by Participant to improve or acquire real property and said CDBG Funds or Project income was in excess of Twenty Five Thousand Dollars (\$25,000), Participant shall either (a) use said real property to meet one of the national objectives specified in 24 C.F.R. Section 570.208 for a period of five (5) years after the termination or sooner expiration of this Agreement or (b) dispose of the real property and reimburse County in an amount (together with any amounts previously repaid to the County) that is equal to the fair market value of the real property times a fraction, the numerator of which is equal to the amount of CDBG Funds and/or program income used to acquire or improve the real property and the denominator of which is equal to the fair market value of the real property immediately after the real property was acquired or improved with said funds.
- Accurate records regarding purchase date, price, location, physical description, maintenance history and condition, original and current use and other inventory types of data must be maintained for the life of the property.
- The Agency shall control the use of the property and take good care of the property (e.g. take adequate steps to prevent its damage, theft or loss) of the property.
- The County must be notified of the disposition of any property purchased with CDBG-CV funds.

OPERATIONS:

The Salvation Army Headquarters: 16941 Keegan Avenue, Carson, CA

90746 Administration Offices: 925 W. 10th Street, San Bernardino, CA

Federal ID No.: 94-1156347

DUNS #: 07-4629460

ATTACHMENT B
PROJECT BUDGET

A. Budget Items *	Projected Expenses
Personnel	\$124,638
Consultant/Contract Services (Auditing, Accounting or Payroll Services)	
Equipment	\$51,000
Space Rent	
Consumable Supplies	\$111,255
Rental, Lease, or Purchase of Equipment – Truck & Industrial Refrigerator lease payments	
Insurance	
Other (Electrical improvements to accommodate the industrial refrigerator)	
	\$7,311
Total Budget:	\$294,204
B. Sources of Funding	Amount of Revenue
1. CDBG-CV-1 Share	\$294,204
2. The Salvation Army Funds	\$127,850
3. Leveraged Funds	\$1,138,320
Total Sources of Funding:	\$1,560,374

*Project Allocation: \$294,204

(No more than the amounts specified in Section A of this Project Budget may be spent for the separate cost categories without the prior written approval of the CDH Director or his designee.)

ATTACHMENT C
IMPLEMENTATION SCHEDULE

The term of this agreement will run from February 9, 2021 to April 30, 2022 (16 months) until all CDBG-CV funds are expended. The Agency must report on the progress of the CDBG-CV1 – funded activity on a monthly basis using the Monthly Performance Report (Attachment F). These reports are due within 30 days following the end of the report period.

- By the end of May 2021, the Agency shall strive to serve no less than 25% of its estimated number of clients. (e.g. 487 unduplicated clients) and expend no less than 25% of its CDBG-CV1 grant award.
- By the end of September 2021, the Agency shall strive to serve no less than 50% of its estimated number of clients. (e.g. 975 unduplicated clients) and expend no less than 50% of its CDBG-CV1 grant award.
- By the end of January 2022, the Agency shall strive to serve no less than 75% of its estimated number of clients. (e.g. 1,462 unduplicated clients) and expend no less than 75% of its CDBG-CV1 grant award.
- By the end of April 2022, the Agency shall strive to serve no less than 100% of its estimated number of clients. (e.g. 1,950 unduplicated clients) and expend no less than 100% of its CDBG-CV1 grant award.

ATTACHMENT D
CDBG-CV REIMBURSEMENT REQUEST FORM



Community Development and Housing

EXPENDITURES AND REQUEST FOR REIMBURSEMENT			
Project/Activity Title:		Project Effective:	
		From: 7/1/2020	To: 6/30/2021
Vendor Code/GL:		Month of:	Invoice #:
		Period Covered:	
Cost Center: 6210002480		WBSE:	

MONTHLY REPORT OF GRANT EXPENDITURES AND REQUEST FOR REIMBURSEMENT			
Project #/ GRC #		Prior Project #/ GRC #	N/A
IDIS #		Prior IDIS #	
Grant Amount ^a		Prior Grant Amount ^b	
Cumulative Prior Reimbursement	\$ -	Cumulative Prior Reimbursement	\$ -
Current Month Reimbursement	\$ -	Current Month Reimbursement	\$ -
Cumulative Reimbursement ^c	\$ -	Cumulative Reimbursement ^d	\$ -
Grant Balance	\$ -	Prior Grant Balance	\$ -
Total Grant Amount^{a+b}	\$ -	(Less) Cumulative Reimbursement^{c+d}	\$ -
		(Equals) Grant Balance =	\$ -

CITY/ DEPARTMENT:

I CERTIFY THAT, (a) the County of San Bernardino (County), as grantee of the Community Development Block Grant (CDBG), has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Chapter I, Chapter II, Part 200 et al. & 24 CFR Part 58; (c) all applicable provisions under the terms of the contract agreement or grant relating to the payment of prevailing salaries & wages have been complied with; & (d) all applicable tax laws have been complied with.

City/Department understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- and moderate-income individuals, families, households, organizations, and communities & are derived from the project or program. Examples include: construction completed resulting in improved access to services/public facilities/parks & recreation/street improvements, public service resulting in counts of low-and moderate-income persons served, etc.

NOTE: A detailed breakdown of costs expended (including proof of payment) must be attached to each Request for Reimbursement and verified by authorized signature in order for the reimbursement request to be processed and approved.

PREPARED BY:	PHONE #:	APPROVED BY (Required):	DATE:
PRINT NAME:		PRINT NAME:	

COMMUNITY DEVELOPMENT AND HOUSING AGENCY			
HDS Claim #		HDS Claim #	
Audited/Examined By (Print/Date/Sign):		Approved By (Print/Date/Sign):	
		Bryan Anderson, Supervising Community Dev Analyst	
White = City or Department to fill in		Lt. Yellow = CDH to fill in	

ATTACHMENT E
CDBG-CV CLIENT INTAKE FORM – ENGLISH

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title: CAPSBC Food Assistance Program PROJECT/CASE NUMBER :

Name/Address of Contract Agency: Community Action Partnership of San Bernardino County
696 N. Tippecanoe Avenue, San Bernardino, CA 92408 Date of Issue:
_____ Original: Beginning #REF!
_____ Amendment No.: #REF!

BENEFICIARY QUALIFICATION STATEMENT

This form has the purpose of providing information needed to qualify the use of federal Community Development Block Grant (CDBG-CV) funds for the project/activity described above. This statement must be completed and signed by the person (or legal guardian of the person) requesting to receive benefits from the described project/activity. Only one statement per person, per fiscal year is required (Fiscal Year begins July 1 and ends June 30).

Please answer each of the following questions.

1. This question helps you determine the size of your household. For this question a household is a group of related or unrelated persons occupying the same house with at least one member being the head of the household. Renters, roomers, or borders cannot be included as household members.

How many persons are in your household? _____

2. This question asks if you are from a low- and moderate-income household. For this question, a list of the EXTREMELY LOW-INCOME, VERY LOW-INCOME and LOW-INCOME categories* are presented below. Please add up the combined gross annual income of all persons in your household from all sources of income. **In the blanks provided, write (yes) or (no) if your combined gross annual income is equal to or less than the, EXTREMELY LOW-INCOME, VERY LOW-INCOME, or LOW-INCOME amount for the number of persons in your household.**

	YES/NO
EXTREMELY LOW-INCOME	_____
VERY LOW-INCOME	_____
LOW-INCOME	_____

	Number of Persons in Your Household							
	1	2	3	4	5	6	7	8
EXTREMELY LOW-INCOME LIMIT (\$)	15,850	18,100	21,720	26,200	30,680	35,160	39,640	44,120
VERY LOW-INCOME LIMIT (\$)	26,400	30,150	33,900	37,650	40,700	43,700	46,700	49,700
LOW-INCOME LIMIT (\$)	42,200	48,200	54,250	60,250	65,100	69,900	74,750	79,550

* Taken from FY 2020 Income Limits Summary:

<https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

PROJECT/CASE NUMBER:

Name/Address of Contract Agency:

Date of Issue:

Start Date:

#REF!

Amendment No.:

#REF!

3. Please indicate how you identify yourself by checking only one of the following choices:

	Hispanic	Non-Hispanic
White	<input type="checkbox"/>	<input type="checkbox"/>
Black/African American	<input type="checkbox"/>	<input type="checkbox"/>
American Indian/Alaskan Native	<input type="checkbox"/>	<input type="checkbox"/>
Asian	<input type="checkbox"/>	<input type="checkbox"/>
Native Hawaiian/Other Pacific Islander	<input type="checkbox"/>	<input type="checkbox"/>
American Indian/Alaskan Native & White	<input type="checkbox"/>	<input type="checkbox"/>
Asian & White	<input type="checkbox"/>	<input type="checkbox"/>
Black/African American & White	<input type="checkbox"/>	<input type="checkbox"/>
American Indian/Alaskan Native & Black/African American	<input type="checkbox"/>	<input type="checkbox"/>
Balance/Other	<input type="checkbox"/>	<input type="checkbox"/>

4. Please check whether you belong to a Female Headed Household: YES NO

5. Please describe the hardship/ circumstance related to the COVID-19 pandemic. Example: Loss of wages or increased medical expenses due to COVID-19.

(Description)

ACKNOWLEDGMENT AND DISCLAIMER

I CERTIFY UNDER PENALTY OF PERJURY THAT INCOME AND HOUSEHOLD STATEMENTS MADE ON THIS FORM ARE TRUE.

NAME : _____ DATE : _____

ADDRESS : _____ CITY : _____ ZIP : _____

SIGNATURE : _____ PHONE : _____

The information you provide on this form is for Community Development Block Grant (CDBG-CV) program purposes only and will be kept confidential.

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

PROJECT/CASE NUMBER :

Name/Address of Contract Agency:

Date of Issue:

____ Original: Beginning

#REF!

DECLARACIÓN DE LA CALIFICACIÓN DEL BENEFICIARIO

Esta forma tiene el propósito de proporcionar la información necesaria para calificar el uso de los fondos federales del bloque del desarrollo de la comunidad (CDBG) para el proyecto/actividad descrito arriba. Esta declaración se debe llenar y firmar por la persona (o la tutela legal de la persona) que solicita para recibir beneficios del proyecto/actividad descrito. Solamente una declaración por persona, por año se requiere.

Conteste por favor a cada una de las preguntas siguientes.

1. Esta pregunta le ayuda a determinar el tamaño de su casa. En esta pregunta un hogar es un grupo de personas relacionadas o sin relación que ocupan la misma casa por lo menos con un miembro que es la cabeza de la casa. Los inquilinos no se pueden incluir como miembros de la casa.

¿Cuántas personas viven en su casa? _____

2. Esta pregunta explica si usted es de un hogar de ingresos bajos y moderados. Para esta pregunta, la lista de categorías de INGRESOS-ESTREMADO BAJOS, INGRESO-BAJOS *se presenta abajo. Sume por favor para arriba los ingresos brutos anuales combinados de todas las personas en su hogar y de todas las fuentes de los ingresos. En el espacio en blanco, escriba (sí) o (no) si su ingreso anual grueso combinado es igual o menos que la cantidad de INGRESOS-ESTREMADO BAJOS, INGRESOS-MUY BAJOS, INGRESO-BAJOS para el número de personas en su casa.

	Sí/No
INGRESOS-ESTREMADO BAJOS	_____
INGRESOS-MUY BAJOS	_____
INGRESO-BAJOS	_____

	Numero de Personas en su Hogar							
	1	2	3	4	5	6	7	8
INGRESOS-ESTREMADO BAJOS (\$)	15,850	18,100	21,720	26,200	30,680	35,160	39,640	44,120
INGRESOS-MUY BAJOS (\$)	26,400	30,150	33,900	37,650	40,700	43,700	46,700	49,700
INGRESO-BAJOS (\$)	42,200	48,200	54,250	60,250	65,100	69,900	74,750	79,550

* Tomado de FY 2020 Resumen Límites de Ingresos:

<https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title:

PROJECT/CASE NUMBER:

Name/Address of Contract Agency:

Date of Issue:

___ Original: Beginning

___ Amendment No.:

3. Indique por favor cómo se identifica usted, marcando solamente una de las opciones siguientes:

	Hispano	No-Hispano
Blanco	<input type="checkbox"/>	<input type="checkbox"/>
Negro/Afro Americano	<input type="checkbox"/>	<input type="checkbox"/>
Indio Americano/Nativo de Alaska	<input type="checkbox"/>	<input type="checkbox"/>
Asiático	<input type="checkbox"/>	<input type="checkbox"/>
Nativo Hawaiano/Otra Isla del Pacífico	<input type="checkbox"/>	<input type="checkbox"/>
Indio Americano/Nativo de Alaska & Blanco	<input type="checkbox"/>	<input type="checkbox"/>
Asiático & Blanco	<input type="checkbox"/>	<input type="checkbox"/>
Negro/Afro Americano & Blanco	<input type="checkbox"/>	<input type="checkbox"/>
Indio Americano/Nativo de Alaska & Negro/Afro Americano	<input type="checkbox"/>	<input type="checkbox"/>
Balance/Otro	<input type="checkbox"/>	<input type="checkbox"/>

4. Marque por favor si usted pertenece a un hogar encabezado femenino: Sí No

5. Por favor describe las dificultades / circunstancias relacionadas con la pandemia de COVID-19.

ejemplo: Salarios reducidos o Gastos médicos relacionados con COVID-19.

(Descripción)

RECONOCIMIENTO Y NEGACIÓN

CERTIFICO BAJO PENA DE PERJURIO QUE LAS DECLARACIONES HECHAS EN ESTA FORMA, ACERCA DE LOS INGRESOS Y DE LAS CUENTAS DE LA CASA SON VERDADERAS.

NOMBRE: _____ FECHA _____

DOMICILIO: _____ CIUDAD : _____ CODIGO : _____

FIRMA : _____ TELEFONO : _____

La información que usted proporciona en esta forma es para los propósitos del programa de fondos del desarrollo de la comunidad (CDBG-CV) solamente y será mantenida confidencial.

**ATTACHMENT F
MONTHLY PERFORMANCE REPORT FORM**

COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT AND HOUSING

Project/ Activity Title: _____

PROJECT/CASE NUMBER : _____

Name/Address of Contract Agency: _____

Date of Issue: _____

Original: Beginning

8/1/2020

Amendment No.: _____

MONTHLY PROGRAM PROGRESS AND DIRECT BENEFIT REPORT For the Month of _____, 20

PART I: MONTHLY PROGRAM PROGRESS REPORT

A. Units of Service Provided and Description

In the space provided under each type of service listed below, summarize what your program has accomplished during this month. Include location, number of persons served, services/benefits provided, and a description of the clients served. Also report the number of "Units of Service" provided, as defined in the Project/Activity Description (Exhibit 1 of the agreement). Attach additional pages if needed.

Type of Service:	Anticipated Units of Service	
1. Number of unduplicated persons served by the program	Goal/Mo. :	Actual/Mo. : <input style="width: 50px;" type="text"/>
2. Number of meals and/or boxes of food distributed for the month	Goal/Mo. :	Actual/Mo. : <input style="width: 50px;" type="text"/>

B. Monthly Beneficiary Count (may include individual persons or households previously counted during this grant/program year) Total number of beneficiaries (clients/participants) served this month (1 category only):

Number of Persons _____ OR Number of Households _____

PART II: DIRECT BENEFIT REPORT

Direct Benefit Statistics (Unduplicated first-time client counts since start of contract; taken from Beneficiary Qualification Statement forms)

Enter the number of first-time program beneficiaries directly assisted this month (check one box)

Count only as: Individual Persons or Households

Extremely Low-Income: _____ + Very Low-Income: _____ + Low-Income: _____ = All Beneficiaries:

Racial Identity Categories	Hispanic (a)	Non- Hispanic (b)	Hispanic (c)	Non- Hispanic (d)
White	_____	_____	American Indian/Alaskan Native & White	_____
Black/African American	_____	_____	Asian & White	_____
American Indian/Alaskan Native	_____	_____	Black/African American & White	_____
Asian	_____	_____	Amer. Indian/Alaskan Native & African Amer.	_____
Native Hawaiian/Other Pacific Islander	_____	_____	Balance/Other	_____

Total of Racial Identity Categories: Add columns (a)+(b)+(c)+(d) from above. Match to "All Beneficiaries" total above:

Female Headed Households : _____

Signed: _____ Title: _____ Date: _____

Printed Name: _____ Telephone No./Ext: _____

ATTACHMENT G
SUMMARY OF LEGAL REQUIREMENTS

In addition to the requirements set forth in other provisions of the Agreement, Agency shall comply and shall cause all Agency personnel to comply with the following regulations and requirements.¹

1. Equal Opportunity and Nondiscrimination.

a. Title VI of the Civil Rights Act of 1964, as amended, including Public Law 88-352 implemented in 24 CFR Part 1. This law provides in part 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.

b. Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, including Public Law 90-234. The Fair Housing Act provides in part that there shall be no discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

c. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, including 42 U.S.C. 5301 et. seq., 42 U.S.C. 6101 et. seq., and 29 U.S.C. 794. This law provides in part that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with funds under this Title.

d. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including 42 U.S.C. 5301 et. seq. This law provides in part that any grant under Section 106 shall be made only if the grantee certifies to the satisfaction of the Secretary of HUD that the grantee will, among other things, affirmatively further fair housing.

e. Executive Order 11246, as amended. This order includes a requirement that grantees and subrecipients and their contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

f. Executive Order 11063, as amended, including 24 CFR Part 107. This order and its implementing regulations include requirements that all actions necessary be taken to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of property assisted with Federal loans, advances, grants, or contributions.

g. Section 504 of the Rehabilitation Act of 1973, as amended. This Act specifies in part that no otherwise qualified individual shall solely by reason of his or her disability or handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance. Agency must ensure that its programs are accessible to and usable by persons with disabilities.

¹ This exhibit is a list and summary of some of the applicable legal requirements and is not a complete list of all Participant requirements. The description set forth next to a statute or regulation is a summary of certain provisions in the statute or regulation and is in no way intended to be a complete description or summary of the statute or regulation. In the event of any conflict between this summary and the requirements imposed by applicable laws, regulations, and requirements, the applicable laws, regulations, and requirements shall apply.

h. The Americans with Disabilities Act (ADA) of 1990, as amended. This Act prohibits discrimination on the basis of disability in employment by state and local governments and in places of public accommodation and commercial facilities. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act 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.

i. The Age Discrimination Act of 1975, as amended. This law provides in part that no person shall be excluded from participation in, be denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal assistance.

j. EEO/AA Statement. Agency shall, in all solicitations or advertisements for employees placed by or on behalf of Agency, state that it is an Equal Opportunity or Affirmative Action Employer.

k. Minority/Women Business Enterprise. Agency will use its best efforts to afford small businesses and minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in the Agreement, the term "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-owned business enterprise" means a business at least fifty-one percent (51%) 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. Agency may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

l. Section 3 of the Housing and Community Development Act of 1968. Agency shall comply with and cause its contractors to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u), the HUD regulations issued pursuant thereto at 24 C.F.R. Part 135, and any applicable rules and orders of HUD issued thereunder. The Section 3 clause, set forth in 24 C.F.R. § 135.38 provides:

- i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- ii. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- iii. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- iv. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action,

as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

- v. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- vi. Noncompliance with HUD's regulations in 24 C.F.R Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Agency shall abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in all contracts entered into with third parties relating to the Program Services.

2. Uniform Administrative Requirements. The uniform administrative requirements described in 24 C.F.R. § 570.502.

3. Other Program Requirements. Agency shall carry out each activity under the Agreement in accordance with all applicable federal laws and regulations described in Subpart K of 24 C.F.R. § 570 except for County's environmental responsibilities under 24 C.F.R. § 570.604 and County's responsibility for initiating the review process under the provisions of 24 C.F.R. part 52.

4. Religious Organizations. If Agency is a religious organization as defined by the CDBG Requirements, Agency shall comply with all conditions prescribed by HUD for the use of CDBG funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. § 200(j).

5. Reversion of Assets. Upon the expiration or sooner termination of the Agreement, Agency shall transfer to County (a) any and all CDBG Funds and program income on hand, (b) any accounts receivable attributable to the use of CDBG Funds or program income, and (c) if any CDBG Funds or program income was used by Agency to improve or acquire real property and said CDBG Funds or Project income was in excess of Twenty Five Thousand Dollars (\$25,000), Agency shall either (a) use said real property to meet one of the national objectives specified in 24 C.F.R. Section 570.208 for a period of five (5) years after the termination or sooner expiration of this Agreement or (b) dispose of the real property and reimburse County in an amount (together with any amounts previously repaid to the County) that is equal to the fair market value of the real property times a fraction, the numerator of which is equal to the amount of CDBG Funds and/or program income used to acquire or improve the real property and the denominator of which is equal to the fair market value of the real property immediately after the real property was acquired or improved with said funds.

6. Environmental.

a. Air and Water. Agency shall comply with the following regulations insofar as they apply to the performance of the 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; and the U.S. Environmental Protection Agency regulations pursuant to 40 CFR Part 50, as amended.

b. Flood Disaster Protection Act of 1973. Agency shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained.

c. Lead-Based Paint. Agency shall comply with the Lead-Based Paint Regulations referenced in 24 C.F.R. 570.608, including 24 C.F.R. Part 35, *et. al.*

d. Historic Preservation. Agency shall 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 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties and related laws and Executive Orders, 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.

e. Limitation on Activities Pending Clearance. In accordance with 24 C.F.R. § 58.22 entitled "Limitations on activities pending clearance," neither a recipient nor any Agency in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in 24 C.F.R. § 58.1(b) on an activity or project until HUD or the state has approved the recipient's Request for Release of Funds (RROF) and the related certifications have been approved. Neither a recipient nor any Agency in the development process may commit non-HUD funds or undertake an activity or project that would have an adverse environmental impact or limit the choice of reasonable alternatives. Upon completion of environmental review or receipt of environmental clearance, County shall notify Agency. HUD funds shall not be utilized before this requirement is satisfied. The environmental review or violation of the provisions may result in approval, modification or cancellation of the County Grant. If a project or activity is exempt under 24 C.F.R. § 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 C.F.R. § 58.35(b), no RROF is required and the recipient may undertake the activity immediately after the County has documented its determination that each activity or project is exempt and meets the conditions specified for such exemption under this section by issuing a Notice to Proceed.

7. Conflict of Interest. Agency will comply with 24 C.F.R. 84.42, 85.36 and 570.611 regarding the avoidance of conflict of interest, which provisions include (but are not limited to) the following:

i. Agency 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.

ii. No employee, officer or agent of the Agency 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.

iii. 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 Agency, or any designated public agency.

8. Relocation. County shall not be responsible for relocating any occupants from the Site in connection with the Program. If required, Agency shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs required to comply with all applicable federal and state laws, rules, and regulations, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, as amended, and HUD Handbook 1378. Agency shall indemnify, defend, and

hold County harmless from and against any claims, liabilities, damages, or losses made against it by tenants or occupants of the Site, including without limitation claims for relocation assistance, inverse condemnation, and claims otherwise arising from any act or omission of Agency pursuant to the provision of relocation assistance.

9. Allowable Costs and Audits. Agency shall comply with and administer the Project and Program in accordance with OMB Circular No. A-122 "Cost Principles for Non Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions", as applicable. If Agency 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 shall apply. Agency shall have an annual audit conducted in accordance with OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

10. Labor Standards. Agency shall comply with the provisions of 24 C.F.R. 570.603 and related requirements. Agency shall include in all applicable construction contracts the provisions of federal law imposing labor standards on federally assisted contracts.

11. Records and Reports. Agency shall provide to County all records and reports relating to the Program that may be reasonably requested by County in order to enable it to perform its record keeping and reporting obligations pursuant to the CDBG Requirements, including but not limited to those described in Section 5.2 of the Agreement and 24 CFR 570.506.

12. Political Activity (24 CFR 570.207(a)(3)). Agency is prohibited from using CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration.

13. Anti-Lobbying Certification. By its execution of the Agreement, Agency hereby certifies that:

i. 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.

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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. It will 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. 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. At the request of County, Agency shall execute a separate document that contains the certifications set forth above.

14. Drug-Free Workplace Requirements. Agency shall comply with and be subject to the requirements of the federal drug-free workplace requirements, which include the following actions be taken:

i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

ii. Establishing an ongoing drug-free awareness program to inform employees about: (a) the dangers of drug abuse in the work place; (b) the grantee's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i).

iv. Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will: (a) abide by the terms of the statement; and (b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

v. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

vi. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted: (a) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

15. Procurement. Agency will comply with the procurement standards under 24 CFR 85.36 for governmental subrecipients and 24 CFR 84.40-48 for subrecipients that are non-profit organizations. Agency shall comply with all existing and future County policies concerning the purchase of equipment.

16. Duplication of Benefits. Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, a Federal agency must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source.

The Agency is required to develop and maintain adequate procedures to prevent the duplication of benefits that address (individually or collectively) each activity or program. These policies and procedures must include, at a minimum; 1) A requirement that any person or entity receiving CDBG-CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that determined to be duplicative; and 2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet the need.