

**AGREEMENT BETWEEN THE CITY OF REDDING AND  
THE COUNTY OF SHASTA  
FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of January, 2018, by and between the CITY OF REDDING, a municipal corporation, hereinafter called "CITY" and the COUNTY OF SHASTA, a political subdivision of the State of California, through its Department of Housing and Community Action Programs, hereinafter called "PROVIDER."

**RECITALS**

**WHEREAS**, CITY has allocated Community Development Block Grant (CDBG) funds to PROVIDER for the specific purposes set forth herein; and

**WHEREAS**, said funds are provided to CITY through the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, CITY has allocated said funds for the sole purpose of supporting PROVIDER's delivery of services and programs as set forth herein.

**NOW, THEREFORE**, it is mutually agreed by PROVIDER and CITY hereto that:

**I. SCOPE OF SERVICE**

PROVIDER shall render services as set forth in attached Scope of Service (Exhibit A) which is hereby incorporated by reference as if set forth in full.

**II. TIME OF PERFORMANCE**

Services of PROVIDER shall start on the 1<sup>st</sup> day of January 2018 and end on the 30<sup>th</sup> day of June 2019. The term of this Agreement and the provisions herein may, by mutual written agreement of the parties, be extended to cover any additional time period during which PROVIDER remains in control of CDBG funds or other CDBG assets, including program income.

**III. AMOUNT AND USE OF FUNDS**

Use of City's funds allocated hereunder to Provider shall be subject to the following terms and conditions:

- A. CITY shall pay to PROVIDER a sum not to exceed \$20,000 for services set forth in the *Scope of Service* (Exhibit A).
- B. Any indirect costs charged must be consistent with the conditions of Paragraph VI.E.2. of this Agreement. In addition, CITY may require a more detailed breakdown than the one contained herein, and PROVIDER shall provide such supplementary budget information in a timely fashion in the form and content prescribed by CITY. Any amendments to the budget must be approved in writing by both CITY and PROVIDER.

- C. Any funds paid to PROVIDER shall be used solely for the purposes set forth in the *Scope of Service* (Exhibit A).
- D. Funds paid hereunder shall be expended solely for services in accordance with the terms outlined within this contract.
- E. PROVIDER shall render services utilizing funds paid by CITY hereunder only to a subcontractor who meets appropriate eligibility criteria under CDBG guidelines as an administrative planning activity pursuant to 24 CFR 570.206.

IV. PAYMENT and REPORTING

- A. The *Expense Reimbursement Request and Progress Reporting Form* (Exhibit B) attached and incorporated herein, is to be used by PROVIDER as a request for reimbursement.
- B. Drawdowns for the payment of eligible expenses shall be made against the budget specified in Exhibit A and in accordance with performance. Payments may be contingent upon certification of PROVIDER's financial management system in accordance with the standards specified in 24 CFR 84.21.
- C. All eligible expenses must be reported and drawn in a timely manner within the timeframe as described in Paragraph II of this Agreement. Reporting of program expenses, including "zero" expenses, and drawdown requests will be accompanied by program statistics as outlined on the *Expense Reimbursement Request and Progress Reporting Form* (Exhibit B).
- D. PROVIDER shall file the Expense Reimbursement Request and Progress Reporting Form (Exhibit B) with CITY no less than quarterly unless otherwise agreed to and approved by the CITY. Program activities and service recipient statistics must be reported along with eligible program expenses. This Exhibit shall be submitted as an invoice for CDBG funds expended within the reporting period and it must be accompanied by documents that adequately justify the reported expenses. Documentation may include, but is not limited to copies of receipts, bills, invoices, payroll reports, timecards, and/or program financial statements as appropriate. At its discretion, the CITY may request additional supporting documentation for the purposes of accepting Exhibit B and approving any request for reimbursement.

V. NOTICES

All notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

CITY

Steve Bade  
Community Development Manager  
City of Redding, Housing Division  
777 Cypress Avenue  
Redding, CA 96001  
Phone: 530.245.7129  
Fax: 530.245.7160  
Email: sbade@cityofredding.org

PROVIDER

Torri Cardilino, Program Specialist III  
Department of Housing and Community Action  
Programs  
1450 Court Street, Ste 108  
Redding, CA 96001  
Phone: 530.245.6431  
email: tcardilino@co.shasta.ca.us

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

PROVIDER agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

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

B. Indemnification

PROVIDER hereby agrees to protect, defend, indemnify, and hold harmless, CITY, its officers, elected or appointed officials, employees, agents, and volunteers, from and against any and all claims, actions, suits, charges, damages, losses, expenses, judgments, demands, penalties, fines, defense costs, and consequential damage or liability of any kind or nature, however caused, arising directly or indirectly out of the obligations or operations herein undertaken by PROVIDER, caused in whole or in part by any act or omission of PROVIDER, any subcontractors, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence or willful misconduct of CITY. PROVIDER will conduct all defense at its sole cost and expense. CITY shall be reimbursed for all costs and attorneys' fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable and regardless of any policy limits upon any applicable insurance.

CITY hereby agrees to protect, defend, indemnify, and hold harmless, PROVIDER, its officers, elected or appointed officials, employees, agents, and volunteers, from and against any and all claims, actions, suits, charges, damages, losses, expenses, judgments, demands, penalties, fines, defense costs, and consequential damage or liability of any kind or nature, however caused, arising directly or

indirectly out of the obligations or operations herein undertaken by CITY, caused in whole or in part by any act or omission of CITY, any subcontractors, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence or willful misconduct of PROVIDER. CITY will conduct all defense at its sole cost and expense. PROVIDER shall be reimbursed for all costs and attorneys' fees incurred by PROVIDER in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable and regardless of any policy limits upon any applicable insurance.

C. Insurance Provisions

PROVIDER is self-insured. PROVIDER shall furnish to the CITY, upon CITY's request, a certificate of self-insurance.

D. Documentation and Record Keeping

1. Records to be Maintained

PROVIDER shall maintain all records required by the 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, or 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 24 CFR 84.21-28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

PROVIDER shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five years. The retention period begins on the date of the submission of CITY's annual performance and evaluation report to HUD in which the activities assisted under this 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.

3. Client Data

PROVIDER shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request. PROVIDER shall also take appropriate measures to maintain confidentiality of client information.

4. Disclosure

Recognizing that PROVIDER may from time to time render services to recipients, which are highly personal and confidential in nature, CITY shall only disclose such information as required by law.

5. Close-Outs

PROVIDER's obligation to CITY pursuant to this Agreement 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 CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that PROVIDER has control over CDBG funds, including program income.

6. Audits and Inspections

All PROVIDER records with respect to any matters covered by this Agreement shall be made available to CITY, state, and/or federal authorities or any 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/monitoring reports must be fully cleared by PROVIDER within 30 days after receipt of notice of deficiency or deficiencies by PROVIDER. Failure of PROVIDER to comply with the above audit/monitoring requirements will constitute a violation of this Agreement and may result in the withholding of future payments. PROVIDER hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning subrecipient audits and OMB Circular A-133.

E. Reporting and Funding Availability

1. Program Income

PROVIDER 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 PROVIDER shall comply with the requirements set forth in 24 CFR 570.504. By way of further limitations, PROVIDER may use such income during this Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any program income balances on hand. All

unexpended program income shall be returned to CITY 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 CITY.

2. Indirect Costs

If indirect costs are charged, PROVIDER shall develop an indirect cost allocation plan for determining the appropriate PROVIDER's share of administrative costs and shall submit such plan to CITY for approval, in a form specified by CITY.

3. Availability of Funds

CITY shall pay to PROVIDER funds available under this Agreement based upon information submitted by the PROVIDER and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by PROVIDER, and not to exceed actual cash requirements. Payments will be adjusted by CITY in accordance with the advance fund and program income balances available in PROVIDER accounts. In addition, CITY reserves the right to liquidate funds available to PROVIDER under this Agreement for costs incurred by CITY on behalf of PROVIDER insofar as those costs incurred on behalf of PROVIDER relate to the obligations of PROVIDER under this Agreement.

F. Procurement and Subcontracts

1. Compliance

All program assets (unexpended program income, property, equipment, etc.) shall revert to CITY upon termination of this Agreement.

2. OMB Standards

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

3. Subcontracts

a. Approvals

It is the understanding of the CITY that the PROVIDER will subcontract for all services to be provided under this agreement. PROVIDER shall provide to the CITY an executed subcontract prior to the disbursement of any CITY funds under this agreement. Such subcontract shall be in compliance with the requirements stated in Paragraph F of this Agreement.

b. Monitoring

PROVIDER shall monitor all subcontracted services on a regular basis to assure compliance with this Agreement. The CITY shall be notified immediately if the subcontractee is found to be out of compliance with any aspect of the agreement.

c. Content

PROVIDER 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

PROVIDER 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 contained in Section VI.F. and Section VII.E. of this Agreement. Executed copies of all subcontracts shall be forwarded to CITY along with documentation concerning the selection process.

VII. FAIR HOUSING AND EQUAL OPPORTUNITY COMPLIANCE

A. Compliance

PROVIDER shall comply with all state and local civil rights ordinances, laws and regulations and 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 (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act (RA) of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 (as amended by Executive Orders 11375, 11478, 12107 and 12086).

It is the intent of the CITY that services funded under this Agreement are provided in a manner that encourages participation by all persons regardless of age, race, color, religion, sex, disability, familial status, national origin, veteran status, or English language proficiency.

B. Non-Discrimination (HCDA Section 109)

PROVIDER shall 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 Housing and Community Development Act (HCDA) of 1974 are still applicable. Pursuant to Section 109, the PROVIDER must provide services in a manner which will not cause discrimination on the basis of race, color, religion, sex, disability, familial status, or national origin. Segregated facilities, services, or benefits and different treatment are prohibited.

1. Non-Discrimination Noticing

Pursuant to Section 504 of the Rehabilitation Act (RA) of 1973 (29 U.S.C. 794), the PROVIDER shall include a non-discrimination notice in informational, advertising, and marketing materials. This clause applies if the PROVIDER has 15 or more employees.

C. Accessibility (RA Section 504)

PROVIDER shall comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act (RA) of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program. CITY shall furnish PROVIDER with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

1. Program Accessibility

Pursuant to Section 504, the PROVIDER shall be receptive to requests and needs of disabled person(s) within the community when determining which auxiliary aids or services are necessary particularly for service recipients that may be hearing impaired, mobility impaired, developmentally disabled, or vision impaired; and those persons requiring in-home care or institutional care.

2. Facilities Accessibility

Pursuant to Section 504, PROVIDER shall ensure that the location in which the services are provided is readily accessible and usable by persons with disabilities or persons with physical handicaps. Providing separate or different programs is illegal unless necessary to achieve equal opportunity.

D. Affirmative Action and Employment Provisions

The PROVIDER shall ensure that employment opportunities may not be denied on the basis of race, color, national origin, sex, age, religion, familial status, or disability. PROVIDER agrees that it shall be committed to carry out pursuant to CITY's specifications an Affirmative Action Plan in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1996. CITY shall provide Affirmative Action guidelines to PROVIDER to assist in the formulation of such program. PROVIDER shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

1. Prohibited Activity

PROVIDER is prohibited from using funds furnished herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.



2. Labor Standards

PROVIDER shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. PROVIDER shall 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. PROVIDER shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

PROVIDER shall, except with respect to the rehabilitation or construction of residential property containing less than eight units, ensure that 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, comply with federal requirements adopted by CITY 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 PROVIDER of its obligation, if any, to require payment of the higher wage. PROVIDER shall cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

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

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

E. Contracts and Subcontracts

With regard to subcontract agreements as approved by the CITY pursuant to Section VI.F.3. of this Agreement the PROVIDER shall ensure compliance with all state and local civil rights ordinances, laws and regulations and 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 (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act (RA) of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 (as amended by Executive Orders 11375, 11478, 12107 and 12086).

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

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

2. Access to Records

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

3. Subcontract Provisions

PROVIDER shall include the provisions related to Non-Discrimination (Section VII.B.), Accessibility (Section VII.C.), Affirmative Action and Employment Provisions (Section VII.D.), and Minority and Women-Owned Businesses (Section VII.E.1.), Access to Records (Section VII.E.2.), and "Section 3" Clause (Section VII.F.1) contained within this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

F. "Section 3" Clause

Section 3 of the Housing and Urban Development Act of 1968, as amended requires the provision of opportunities for training and employment that arise through HUD-financed projects to lower-income residents of the project area. It is also required that contracts be awarded to businesses that provide economic opportunities for low- and very low- income persons residing in the area.

1. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon CITY, PROVIDER and any of PROVIDER's subrecipients and subcontractors. Failure to fulfill these requirements shall subject CITY, PROVIDER and any of PROVIDER's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. PROVIDER certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

PROVIDER shall comply with these "Section 3" requirements and 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."

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

a. Subcontracts

PROVIDER shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of applicable regulations. PROVIDER shall 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 shall not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of the applicable regulations.

VIII. GENERAL PROVISIONS

A. General Compliance

PROVIDER 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) including subpart K of those regulations, except that (1) PROVIDER does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) PROVIDER does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. PROVIDER also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. PROVIDER further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

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

retirement, life and/or medical insurance and Worker's Compensation Insurance, as PROVIDER is an independent contractor.

C. Recognition

PROVIDER shall insure recognition of the role of CITY 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 PROVIDER will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

D. Amendments

CITY or PROVIDER 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 party. Such amendments shall not invalidate this Agreement, nor relieve or release CITY or PROVIDER from its obligations under this Agreement. If such amendments result in an increase in the funding provided under the Agreement, such modification shall be first approved by the City's governing body. However, amendments which do not result in substantial or functional change to the original intent of the Agreement and do not cause an increase to the maximum amount payable under this Agreement shall be deemed "minor amendments" and may be agreed to in writing between the PROVIDER and the Deputy City Manager, or designee.

E. Assignability

PROVIDER shall not assign or transfer any interest in this Agreement without the prior written consent of CITY thereto; provided, however, that claims for money due or to become due to PROVIDER from CITY 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 CITY.

F. Hatch Act

PROVIDER 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.

G. Conflict of Interest

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

1. PROVIDER 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.

2. No employee, officer or agent of PROVIDER 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.
3. 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 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 CITY, PROVIDER, or any designated public agency.

H. Lobbying

PROVIDER shall execute the *Anti-Lobbying Certification* (Exhibit C), attached and incorporated herein.

I. Copyright

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

J. Religious Activities

PROVIDER 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.

K. Travel

PROVIDER shall obtain written approval from CITY for any travel outside the County of Shasta with funds provided under this Agreement.

L. Suspension or Termination

In accordance with 24 CFR 85.43, CITY may suspend or terminate this Agreement if PROVIDER 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 PROVIDER 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 PROVIDER to CITY, reports required under this Agreement that are incorrect or incomplete in any material respect.

If PROVIDER defaults in the performance of any term or condition of this Agreement, it must cure that default by satisfactory performance within 10 days after service upon it by CITY of written notice of default. If PROVIDER fails to cure the default within that time, then CITY may terminate this Agreement without further notice.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either CITY or PROVIDER, 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, CITY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, CITY may terminate this Agreement in its entirety.

In the event that CITY fails to receive CDBG funds, or the allocation of such funds is reduced by HUD, CITY may terminate this Agreement by giving notice to PROVIDER by registered mail.

Upon termination, PROVIDER shall transfer to CITY the balance of any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds.

M. Severability

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

N. 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.

O. Waiver

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

P. Entire Agreement

This Agreement constitutes the entire Agreement between CITY and PROVIDER for the use of funds received under this Agreement and it supersedes all prior or

contemporaneous communication and proposals, whether electronic, oral, or written between CITY and PROVIDER with respect to this Agreement.

IN WITNESS WHEREOF, CITY and PROVIDER have executed this Agreement on the days and year set forth below:

CITY OF REDDING,  
A Municipal Corporation

Dated: \_\_\_\_\_, 2018

\_\_\_\_\_  
LARRY VAUPEL  
Development Services Director

ATTEST:

APPROVED AS TO FORM:

BARRY E. DeWALT, City Attorney

\_\_\_\_\_  
PAMELA MIZE, City Clerk

\_\_\_\_\_  
By:

PROVIDER - County of Shasta

Dated: \_\_\_\_\_, 2018


\_\_\_\_\_  
Chairman  
Board of Supervisors  
County of Shasta  
State of California

Tax ID No.: 94-6000535


DUNS No.: 103497280

Attachments:

Exhibit A (Scope of Service)  
Exhibit B (Expense Reimbursement Request and Progress Reporting Form)  
Exhibit C (Anti-Lobbying Certification)

APPROVED AS TO FORM SHASTA COUNTY COUNSEL
 Matthew M. McOmber Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:   
James Johnson  
Risk Management Analyst

**EXHIBIT A**  
**SCOPE OF SERVICE**

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**SCOPE OF SERVICE - COUNTY OF SHASTA**

PROVIDER, the County of Shasta, will be responsible for administering the *Continuum of Care Coordinator* activity for the time period of January 1, 2018 to June 30, 2019 as specified within the Agreement, Section II, Time of Performance in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds in accordance with 24 CFR part 578.

**A. SCOPE OF WORK**

**1. Activity Description**

PROVIDER is the lead agency overseeing the subcontract for the Continuum of Care (CoC) Coordinator. The CoC Coordinator activities are performed by a subcontractor. The subcontracted position is co-funded by the CITY and the PROVIDER. The CoC Coordinator is responsible for the following activities:

- a. Oversee operation aspects in CoC planning process, which shall include, but not be limited to, advising CoC members of issues and activities, convening CoC meetings on the second Tuesday of the month located at 777 E. Cypress Ave, Redding, CA 96001 in the Caldwell room at 3 pm, and development of an annual work plan in a manner that is consistent with local CoC priorities and federal regulations.
  - b. Attend and conduct the monthly CoC meetings, distribute the minutes of the meetings, and ensure that appropriate follow-up activities are undertaken.
  - c. Coordinate CoC subcommittee meetings and ensure that appropriate follow-up activities are undertaken.
  - d. Participate in the implementation of HMIS by working with stakeholders to ensure HMIS expansion is continued.
  - e. Act as a primary liaison between HUD and the CoC relative to CoC activities such as training and technical assistance and funding capacity.
  - f. Act as the primary liaison between the California Department of Housing and Community Development ("HCD").
  - g. Maintain and update the CoC processes and strategies to reduce homeless across the CoC region.
  - h. Coordinate the annual point-in-time homeless survey in coordination with the point-in-time subcommittee.
  - i. Provide technical assistance and referral information to potential applicants seeking funding through CoC funding sources.
  - j. Evaluate programs for the CoC regional areas' Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 housing projects and Emergency Solutions Grant Programs.
  - k. Complete and submit the annual CoC Collaborative Application in compliance with HUD regulations.
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- l. Complete and submit ESG application and certifications as required by HCD.
- m. Develop and submit annual recommendations to the CoC to enhance the effectiveness of current delivery of services to the homeless population by the CoC.
- n. Take a leadership role in the CoC regional area regarding issues, activities, and information regarding the CoC and its operation.
- o. Provide other administrative and executive support services as may be requested by the CoC, including maintenance of the CoC website.
- p. Perform outreach to business and corporate organizations, including chambers of commerce, to form public/private partnerships to address local issues of homelessness.
- q. Ensure all HUD required policies are developed and maintained.
- r. Participate in develop of Coordinated Entry System in accordance with HUD Notice CPD-17-01.

## 2. Proposed Outcome

PROVIDER will manage the COC subcontract to ensure that the COC Coordinator maintains the eligibility status of the COC Committee, adequately facilitates the collaborative COC meetings and related events, conducts the annual *Homeless Point in Time* survey, and continues to provide technical assistance related to the submission of COC Homeless Assistance grants available through HUD.

An annual report will be submitted to the City and Provide that will include an evaluation of services; analysis of progress toward previously established goals and outcomes; specialized training and curriculum development; and meeting activities, identified issues and responses, developing issues and opportunities.

## 3. Activity Budget

As indicated in the Activity Budget table below, \$20,000 of the CITY's CDBG Administrative and Planning allocation for the current program year will be used to assist in the funding of the COC Coordinator subcontract, estimated to be \$105,000. The PROVIDER will leverage the City's CDBG funds with other funding resources (i.e. The McConnell Foundation, other Regional County and/or City partnerships, and federal CoC Programs) fund the remaining portion of the CoC Coordinator subcontract (\$85,000). In no event, the amount funded by CITY may not exceed the approved CDBG amount stated in the Agreement and as listed in the table below.

<b>Activity Budget</b>		
<b>#</b>	<b>BUDGET CATEGORY</b>	<b>AMOUNT</b>
1.	Personnel:	
	► Continuum of Care Coordinator	\$20,000
	<b>TOTAL CDBG Funds:</b>	<b>\$20,000</b>

4. Staffing

Eligible staffing costs include wage expenses and corresponding employer and tax contributions for the Personnel indicated in the table above. Personnel activities directly related to the actual delivery of the activity as described in Section A.1 of this Exhibit are eligible for reimbursement. Requests for reimbursement for staffing costs eligible under the Agreement shall be submitted using the *Expense Reimbursement and Progress Reporting Form* (Exhibit B) with documentation supporting that request. Supporting documents may include copies of subcontractor invoices, summary payroll statements, or other materials as approved by the CITY that indicate the CITY's share of cost for the COC Coordinator subcontract. Expense reimbursement requests that do not reconcile with or are not adequately supported by the documentation provided for those expenses will not be processed.

5. Operating Costs

No PROVIDER operating costs will be paid for with CDBG funds. PROVIDER will be responsible for utilizing other resources to support program operations appropriate to delivering the activity described in Section A.1 of this Exhibit. PROVIDER's support for the operational costs associated with the activity as described in Section A.1 of this Exhibit shall be documented by the PROVIDER.

B. CDBG Eligibility

PROVIDER's activity is considered a Planning Activity under 24 CFR 570.206. Reasonable administrative costs and carrying charges related to the planning and execution of community development activities covered in the CITY's housing assistance plan are eligible for reimbursement.

1. Specific Objective

Program planning activities including the development of comprehensive plans, community development plans, capacity building, and submission of applications for federal programs pursuant to 24 CFR 570.206 (f) are considered eligible activities.

2. Performance Measures

PROVIDER shall keep current its subcontract with the COC Coordinator and provide a copy of that subcontract agreement to the CITY at the commencement of the program year prior to the disbursement of funds. For the duration of the program year, PROVIDER shall maintain records of the COC meeting agendas and minutes, COC events and activities, COC funding awards received, and results of the *Homeless Point in Time* survey.

3. Progress Reporting and Reimbursement Schedule

Request for reimbursement and supporting documentation will be provided no less than quarterly using the *Expense Reimbursement and Progress Reporting Form* (Exhibit

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B). Supporting documentation may include, but is not limited to, copies of COC meeting agendas and COC funding awards received during the accounting period on the Form. Progress narratives related to COC events or activities as well as results of the *Homeless Point in Time* survey may be submitted with the final reimbursement request of the program year.

C. PROVIDER RESPONSIBILITIES

PROVIDER will be responsible for:

1. Recruitment and training of all staff (paid and volunteer) necessary to successfully carry out the activity.
  2. Program operating and overhead costs not covered by the terms of the Agreement.
  3. Satisfactory completion and submission of Exhibit B (Expense Reimbursement Request and Progress Reporting Form) with accompanying documentation to verify the expenses no less than quarterly unless otherwise agreed upon by the PROVIDER and the CITY.
  4. Timely expenditure of CDBG funds for the reimbursement of eligible CDBG expenses incurred within the program year.
  5. Applying for all available sources of funding that can be used to supplement CDBG funds in the operation of activity.
  6. Submission of PROVIDER's independent audit, financial statement, or any supporting documentation relevant to the delivery of this Activity upon request of CITY and cooperation with monitoring activities at the request of the CITY.
  7. Submitting in writing any requests to change the scope of services, budget, or method of compensation contained in the Agreement and accompanying Exhibits.
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**EXHIBIT B  
EXPENSE REIMBURSEMENT REQUEST  
AND PROGRESS REPORTING FORM**

PROVIDER: \_\_\_\_\_ PROGRAM: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Accounting period for this Report: \_\_\_\_\_ through \_\_\_\_\_

*Please attach invoices, payroll records, and supporting documentation as necessary to support reported expenses for this accounting period. Include progress narratives or explanations on a separate page as necessary.*

**I. REIMBURSEMENT and ACCOUNTING**

Current Accounting Period

A. CoC Coordinator Service Total Invoice for this Accounting Period: \$ \_\_\_\_\_

Year to Date Accounting

B. CITY FUNDS Award: \$ 20,000

C. Total CoC Expenditures Invoiced to Date (Including Line A): \$ \_\_\_\_\_

D. Balance of CITY FUNDS (Line B - Line C): \$ \_\_\_\_\_

**II. PROGRESS REPORTING AND DOCUMENTATION**

CoC Activities Completed during this Accounting Period:

CoC Funding Awards Received on behalf of local organizations during this Accounting Period:

Invoices or Supporting Documents Attached:

I hereby certify the above to be true and correct, to the best of my knowledge.

Signature

Date

Typed or Printed Name

Title

## EXHIBIT C

### ANTI-LOBBYING CERTIFICATION

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The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.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.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_