



# City of San Leandro

Meeting Date: July 6, 2020

## Staff Report

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**File Number:** 20-279

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:** 8.H.

**TO:** City Council

**FROM:** Jeff Kay  
City Manager

**BY:** Tom Liao  
Community Development Director

**FINANCE REVIEW:** Liz Warmerdam

**TITLE:** Staff Report for a City Council Resolution to Approve Community Development Block Grant (CDBG) Agreements for Fiscal Year 2020-2021 Between the City of San Leandro and CDBG Sub-Recipients for Public Services Grants to the Child Abuse Listening, Interviewing, and Coordination Center (CALICO) for \$47,789; Davis Street Family Resource Center for \$89,481; Service Opportunities for Seniors, Inc. (SOS/Meals On Wheels) for \$60,040; Spectrum Community Services (San Leandro Senior Nutrition Program) for \$43,127; Building Futures for Women and Children for \$25,000; Family Violence Law Center for \$25,000; La Clinica de la Raza for \$100,000; Asian Health Services for \$100,000; and Eden Council for Hope and Opportunity (ECHO Housing) for \$10,000 (Approves 9 Agreements Totaling \$500,437)

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## SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve a resolution to enter into nine (9) grant agreements with the following nonprofit public service providers:

- Child Abuse Listening, Interviewing, and Coordination Center (CALICO) (\$47,789);
- Davis Street Family Resource Center (\$89,481);
- Service Opportunities for Seniors (SOS), Inc. /Meals on Wheels (\$60,040);
- Spectrum Community Services (Senior Nutrition Program) (\$43,127);
- Building Futures for Women and Children for \$25,000;
- Family Violence Law Center for \$25,000;
- La Clinica de la Raza for \$100,000;
- Asian Health Services for \$100,000; and
- Eden Council for Hope & Opportunity Housing for fair housing services (ECHO Housing) (\$10,000);

These CDBG projects noted in the federal Department of Housing and Urban Development HUD

Annual Action Plan were approved by the City Council on June 15, 2020 under the Fiscal Year 2020-2021 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan.

## BACKGROUND

For FY 2020-2021, the nine (9) agreements totaling \$500,437 require City Council approval. Eight of the agreements are part of the CDBG public services budget (see below). The ECHO Fair Housing Counseling Agreement is annually funded under the CDBG Administration budget. The City affirmatively furthers fair housing regulations by contracting with ECHO Housing to provide fair housing services. All nine projects were approved by the City Council as part of the FY 2020-2021 HUD Annual Action Plan. To date, these organizations have met or exceeded their annual objectives and provide needed services that are vital to the community.

### Public Services:

CALICO - *Child Abuse Intervention Project* - \$47,789

- Provides family support services for children who have suffered abuse.

Davis Street Family Resource Center - *Basic Needs Program* - \$89,481

- Provides food, clothing, childcare, job readiness training, medical and mental health clinics, and social services to low-income people.

SOS/Meals on Wheels - *Meal Delivery to Homebound Seniors* - \$60,040

- Provides support services to low income seniors.

Spectrum Community Services - *San Leandro Senior Nutrition Program* - \$43,127

- Serves seniors hot, nutritious meals in supportive settings.

Building Futures for Women and Children for \$25,000;

- Provides domestic violence outreach and education program, and emergency food and housing to homeless women and children, and survivors of domestic violence. Provides supportive services to end homelessness and family violence.

Family Violence Law Center for \$25,000;

- Provides residents fleeing family violence with free legal services including legal information and referral, advice and consultation, paperwork preparation, and legal representation in restraining order and related family law matters.

La Clinica de la Raza for \$100,000;

- Local operator of State of CA program for free telephone "warmline" services providing non-emergency mental health support and referrals. Will operate with the capacity to offer resources to English and Limited English Proficiency households in Spanish.

Asian Health Services for \$100,000;

- Local operator of State of CA program for free telephone "warmline" services providing non-emergency mental health support and referrals. Will operate with the capacity to offer resources to English and Limited English Proficiency Asian households (e.g., Cantonese,

Mandarin, and Vietnamese).

### General Administration:

ECHO Housing - *Fair Housing Counseling* - \$10,000

- Provides fair housing services.

### Current Agency Policies

Current City Council policy is written into the FY 2020-2024 Consolidated Plan, which City Council adopted on June 15, 2020.

### Previous Actions

On June 15, 2020, the City Council approved the FY 2020-2021 Action Plan, which contains the nine programs/projects described above.

### Environmental Review

National Environmental Protection Act (NEPA) environmental reviews of each project will be completed prior to the execution of these contracts, or July 1, 2020, whichever is sooner.

### Board/Commission Review and Actions

On April 24, 2019, the Human Services Commission approved staff's recommendations to award the following applicants who responded to the City's CDBG/CAP RFP for FY 2019-2021: CALICO, Davis Street Family Resource Center, SOS/Meals on Wheels and Spectrum Community Services. ECHO Housing did not need to submit in response to the City's RFP because it serves as the City's contracted fair housing service provider - HUD requires all CDBG entitlement grantees to affirmatively further fair housing.

### Fiscal Impacts

The sum of the nine grants is \$500,437. If approved, they will be funded by FY 2020-2021 CDBG monies in the following accounts:

- CALICO - San Leandro Child Abuse Intervention Project (\$47,789) - 165-43-171-5120;
- Davis Street - Basic Needs Program (\$89,481) - 165-43-207-5120;
- SOS/Meals on Wheels - Meal Delivery to Homebound Seniors (\$60,040) - 165-43-224-5120;
- Spectrum Community Services - San Leandro Senior Nutrition Program (\$43,127) - 165-43-210-5120;
- Building Futures for Women and Children - Domestic Violence Outreach and Education (\$25,000) - 165-43-250-5120;
- Family Violence Law Center - Legal Support for Victims of Domestic Violence (\$25,000) - 165-43-251-5120;

- La Clinica de la Raza - Telephone mental health counseling services (\$100,000) - 165-43-252-5120;
- Asian Health Services - Telephone mental health counseling services (\$100,000) - 165-43-253-5120;
- Eden Council for Hope & Opportunity Housing for fair housing services (ECHO Housing) (\$10,000) - 165-43-122-5120.

**Budget Authority**

Budget authority for CDBG funds is in Title I of the Housing and Community Development Act of 1974 (24 CFR 570 et seq.).

**ATTACHMENTS**

**Attachments to Staff Report**

None

**Attachments to Resolution**

Nine (9) CDBG Grant Agreements

**PREPARED BY:** Maryann Sargent, Senior Housing Specialist, Community Development Department



# City of San Leandro

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## Resolution - Council

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**File Number:** 20-280

**Agenda Section:** CONSENT CALENDAR

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**TO:** City Council

**FROM:** Jeff Kay  
City Manager

**BY:** Tom Liao  
Community Development Director

**FINANCE REVIEW:** Liz Warmerdam

**TITLE:** RESOLUTION of the City of San Leandro City Council to Approve Community Development Block Grant (CDBG) Agreements for FY 2020-2021 Between the City of San Leandro and CDBG Sub-Recipients for Public Services Grants to the Child Abuse Listening, Interviewing, and Coordination Center (CALICO) for \$47,789; Davis Street Family Resource Center for \$89,481; Service Opportunities for Seniors, Inc. (SOS/Meals On Wheels) for \$60,040; Spectrum Community Services (San Leandro Senior Nutrition Program) for \$43,127; Building Futures for Women and Children for \$25,000; Family Violence Law Center for \$25,000; La Clinica de la Raza for \$100,000; Asian Health Services for \$100,000; and Eden Council for Hope and Opportunity (ECHO Housing) for \$10,000 (Approves 9 Agreements Totaling \$500,437)

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WHEREAS, the final Annual Action Plan (referred to hereinafter as “the Plan”) was adopted on June 15, 2020 by Resolution No. 2020-056 reflecting the activities that the City plans to fund and implement during FY 2020-2021, a copy of which is attached hereto; and

WHEREAS, CDBG public services agreements between the City of San Leandro and Child Abuse Listening, Interviewing, and Coordination Center (CALICO); Davis Street Family Resource Center; Service Opportunities for Seniors, Inc. (SOS/ Meals on Wheels); Spectrum Community Services (San Leandro Senior Nutrition Program); Building Futures for Women and Children; Family Violence Law Center; La Clinica de la Raza; Asian Health Services; and Eden Council for Hope and Opportunity Housing (ECHO Housing) are presented to the City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreements.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as

follows:

That said agreements are hereby approved and execution thereof is hereby authorized for the CDBG public services grant amounts of \$47,789 for CALICO; \$89,481 for Davis Street Family Resource Center; \$60,040 for SOS/Meals on Wheels; \$43,127 for Spectrum Community Services; Building Futures for Women and Children for \$25,000; Family Violence Law Center for \$25,000; La Clinica de la Raza for \$100,000; Asian Health Services for \$100,000; and \$10,000 for ECHO Housing fair housing services, as further provided in the associated staff report.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SAN LEANDRO  
AND  
ASIAN HEALTH SERVICES**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 1, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and Asian Health Services, a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 113742720.

**RECITALS**

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is \_\_\_\_\_. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement is MC-06-0017. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **TERM OF AGREEMENT.** Unless earlier terminated in accordance with Section 8.4 of this Agreement, this Agreement shall continue in force and effect until June 30, 2021.

2.0 **SUBRECIPIENT OBLIGATIONS**

2.1 **Use of CDBG Funds.** Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in Exhibit A attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as Exhibit B and incorporated herein by reference. Agreement Officer may approve minor changes to the budget that do not exceed the maximum amount in paragraph 3.1 of this Agreement.

2.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a nonprofit organization permitted to receive CDBG funds under the Act and the Regulations.

c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

**2.3 Compliance with Law.** Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

**2.4 Licenses, Permits, Fees and Assessments.** Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

**2.5 Personnel and Participant Conditions.**

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.



(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of San Leandro and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of San Leandro shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

(1) EO 11246. The Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(2) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union

or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City of San Leandro, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of San Leandro, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or

other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) **Subcontracts.** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**2.6 Environmental Requirements. Lead Based Paint.** In accordance with 24 CFR Part 570.608, the Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five-tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

**2.7 Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

### **3.0 DISBURSEMENT OF FUNDS**

**3.1 Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$100,000 in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

**3.2 Maximum Amount of General Funds.** Not applicable.

**3.3 Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

**3.4 Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit A, not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit B) and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to,

paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

**3.5 Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make monthly payments for services satisfactorily performed. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

**3.6 Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

**3.7 Separation of Funds.** The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

**3.8 Indirect Costs.** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of San Leandro share of administrative costs and shall submit such plan to the City of San Leandro for approval. If indirect costs are charged, the indirect cost rate shall be 15.8%.

#### **4.0 PERFORMANCE SCHEDULE**

**4.1 Schedule of Performance.** Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by this reference.

**4.2 Reversion of Assets.** Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR 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 the City in an amount (together with any amounts previously repaid to the City) 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 other program income used to acquire or improve the property and 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.

#### **5.0 COORDINATION OF WORK**

5.1 **Representative of Subrecipient.** The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 **Contract Officer.** Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

5.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5.5 **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City of San Leandro, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5.6 **Lobbying.** The Subrecipient hereby certifies that:

a. 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 co-operative agreement;

b. 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 contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6.0 INSURANCE REQUIREMENTS

6.1 **Insurance.** Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

6.2 **Workers' Compensation.** Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) per accident. In the alternative, Subrecipient may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance

program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

6.2.2 Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

6.3 Commercial General and Automobile Liability Insurance.

6.3.1 General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.3.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

6.3.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.
- c. Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

6.3.4 Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

6.4 Professional Liability Insurance.

6.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim

6.4.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

6.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

6.4.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

6.5 All Policies Requirements.

6.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.



6.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

6.5.3 Deductibles and Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.5.4 Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

6.5.5 Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

6.5.6 Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 6 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

6.7 Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## 7.0 ADMINISTRATIVE REQUIREMENTS

## 7.1 Financial Management.

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 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.

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

## 7.2 Documentation and Record-Keeping

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

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
- (3) Records required determining the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR Part 570.502, and Part 84;
- and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

7.3 **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of San Leandro monitors or their designees for review upon request.

7.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of San Leandro's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent

is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

**7.5 Property Records.** The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

**7.6 National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

**7.7 Performance Monitoring.** The City of San Leandro will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of San Leandro will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of San Leandro, contract suspension or termination procedures will be initiated.

**7.8 Close-Outs.** Subrecipient obligation to the City of San Leandro shall not end until all closeout requirements are completed. Activities during this 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 cash advances, program income balances, and receivable accounts to the City of San Leandro), and determining the custodianship of records.

**7.9 Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City of San Leandro, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of San Leandro or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

## **8.0 ENFORCEMENT OF CONTRACT**

**8.1 Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2 Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The

injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

**8.3 Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

- a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
- b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement; and;
- d. Withhold further awards for the project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

**8.4 Termination for Convenience.** This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

**8.5 Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**8.6 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**8.7 Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8.8 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 9.0 CITY OFFICERS AND EMPLOYEES

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Indemnify and Hold Harmless.** Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

## 10.0 MISCELLANEOUS PROVISIONS

10.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California 94577  
Attention: Director, Community Development Dept

To the Subrecipient: Asian Health Services]  
101 8<sup>th</sup> Street, Suite 100  
Oakland, CA 94607  
Attention: Chief Executive Officer  
shirota@ahschc.org

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

CITY OF SAN LEANDRO

ASIAN HEALTH SERVICES

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Sherry Hirota, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Budget:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
Finance Director

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Pio Roda, City Attorney

**Account No.: 165-43-253-5120**

## EXHIBIT A

### SCOPE OF WORK

Term of Contract: **July 1, 2020 – June 30, 2021**

Agency: ASIAN HEALTH SERVICES]

Address: 101 8<sup>TH</sup> STREET, SUITE 100  
OAKLAND, CA 94607

Contact Person: KAO SAECHAO, DIRECTOR SPECIALTY MENTAL HEALTH

Phone: 510- 735-3900

Project Name: SAN LEANDRO MENTAL HEALTH WARMLINE

### PROJECT GOALS AND OBJECTIVES

The Warm Line is a non-emergency resource for anyone in San Leandro seeking emotional support and information/referral to community resources. Some concerns callers may share are challenges with circumstances related to COVID-19. The Warmline will be staffed by trained Mental Health Specialists with their own lived experiences of mental health challenges and recovery.

### MAJOR ACTIVITIES

Bilingual and bicultural staff will provide a wide range of services including psychoeducation, stigma reduction, information and referral, and targeted care navigation. Mental Health Specialists will use their lived experience and mental health training to connect with callers, educate callers on navigating health/behavioral health care, and provide emotional support and referral. The Mental Health Specialists will be supervised by a licensed mental health professional who can be available to provide supervision, support on calls, and training as needed.

The telephone support will:

1. Assist callers will provide active listening and emotional support to strengthen their personal coping strategies,
2. Alleviate immediate distress, and
3. Provide information/referral to other services. In addition, these calls will help inform our understanding of community need.

Each call service is intended to be a single session although callers may make repeated calls.

Services will be provided in English, Cantonese and Mandarin.

### PERFORMANCE MEASURES

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT

#### Performance Measures – Development Phase



- Establish phone lines; develop and test operational protocols, and develop list of community resources and referral partners.
- Hire and train staff.
- Develop and execute Warmline marketing strategy.
- Develop data collection and evaluation scheme.

Performance Measures for Implementation Phase

- 1,500 calls per year
- 5 % call abandonment rate
- 25 % of calls resulted in referral(s)
- 75 % callers believed call was helpful
- 25 % of callers would refer family member or friend to the service

Client Demographics

All callers will be asked demographic questions at the conclusion of each call: city of residence, persons in house/household income, race/ethnicity, and household type.

**TIMELINES**

1<sup>st</sup> Quarter (July 2020)

- Establish phone lines; develop and test operational protocols, and develop list of community resources and referral partners.
- Hire and train staff.
- Develop and execute Warmline marketing strategy.
- Develop data collection and evaluation scheme.

2<sup>nd</sup> Quarter and 3<sup>rd</sup> Quarter (August 2020 through March 2021)

- 1,500 calls per year
- 5 % call abandonment rate
- 25 % of calls resulted in referral(s)
- 75 % callers believed call was helpful
- 25 % of callers would refer family member or friend to the service

4<sup>th</sup> Quarter (April 2020 through June 2020)

- Evaluation report describing program challenges and successes and how to scale up the program
- Operational performance metrics shown above

**REPORTS AND MISCELLANEOUS**

1. Agency must submit the City-provided Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.

2. To ensure timely expenditure of HUD funds, Agency must submit monthly reimbursement claims using the City's invoice or comparable form with documentation of claim including copies of time sheets (denoting specific hours for CDBG work performed), payroll stubs, DE3 or employment

or Agreement letter for personnel costs, invoices or billings.

3. Housing Services Division staff will conduct CDBG desk monitoring on an ongoing basis based upon the City's CDBG monitoring plan.

4. Human Services staff and members of the Human Services Commission (HSC) and Housing Services Division staff will conduct at least one monitoring site visit per year.

**EXHIBIT B**

**BUDGET**

<b>Personnel</b>			
<b>Position</b>	<b>FTE</b>	<b>Salary</b>	<b>Budget</b>
Peer Specialist (MH Specialist)	100%	50,000	50,000
Clinical Supv/Mgr	5%	125,000	6,250
Admin Support	5%	38,000	1,900
<b>Total</b>			<b>58,150</b>
Employee Benefits (26.6%)			15,468
<b>Total Personnel</b>			<b>\$73,618</b>
<b>Operating Expenses</b>			
Phone/Communication			6,000
Marketing			3,000
Supplies			1,200
Warmline Consultant			2,538
<b>Total Operating Expenses</b>			<b>\$12,738</b>
<b>Indirect Costs (15.8%)</b>			<b>13,644</b>
<b>Total Budget</b>			<b>\$100,000</b>

## EXHIBIT C

### SAMPLE CLIENT SATISFACTION SURVEY

1. Did you find this call to the Warmline helpful?
2. Do you believe the Warmline counselor understood your concerns, problems, or challenges?
3. If the Warmline counselor informed or referred you to other services, did you find these services helpful?
4. Would you call the Warmline again if you needed assistance?
5. Would you refer a family member or friend to this Warmline?
6. What is your city of residence?
7. What is your age?
  - 0 - 15 years old
  - 15 - 30 years old
  - 30 - 45 years old
  - 46 – 60 years old
  - 60+ years old
  - Prefer not to answer
8. What is your ethnicity? (Using HUD guidelines)
9. What is your annual household income?" (Using HUD guidelines)

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SAN LEANDRO  
AND  
BUILDING FUTURES WITH WOMEN AND CHILDREN**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 1, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and Building Futures with Women and Children, a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 788170355.

**RECITALS**

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is \_\_\_\_\_ . The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement is MC-06-0017. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **TERM OF AGREEMENT.** Unless earlier terminated in accordance with Section 8.4 of this Agreement, this Agreement shall continue in force and effect until June 30, 2021.

2.0 **SUBRECIPIENT OBLIGATIONS**

2.1 **Use of CDBG Funds.** Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as Exhibit "B" and incorporated herein by reference. Agreement Officer may approve minor changes to the budget that do not exceed the maximum amount in paragraph 3.1 of this Agreement.

2.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a nonprofit organization permitted to receive CDBG funds under the Act and the Regulations.

c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

**2.3 Compliance with Law.** Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

**2.4 Licenses, Permits, Fees and Assessments.** Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

**2.5 Personnel and Participant Conditions.**

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of San Leandro and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of San Leandro shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

(1) EO 11246. The Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(2) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City of San Leandro, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of San Leandro, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies



of the notice in conspicuous places available to employees and applicants for employment or training.

(3) **Subcontracts.** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

2.6 **Environmental Requirements. Lead Based Paint.** In accordance with 24 CFR Part 570.608, the Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five-tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

2.7 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

### 3.0 **DISBURSEMENT OF FUNDS**

3.1 **Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$25,000 [TWENTY-FIVE THOUSAND DOLLARS] in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

3.2 **Maximum Amount of General Funds.** Not applicable.

3.3 **Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

3.4 **Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit "A", not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit "B") and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the

extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

**3.5 Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make monthly payments for services satisfactorily performed. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

**3.6 Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

**3.7 Separation of Funds.** The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

**3.8 Indirect Costs.** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of San Leandro share of administrative costs and shall submit such plan to the City of San Leandro for approval. If indirect costs are charged, the indirect cost rate shall be 10% of approved expenses.

#### **4.0 PERFORMANCE SCHEDULE**

**4.1 Schedule of Performance.** Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by this reference.

**4.2 Reversion of Assets.** Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR 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 the City in an amount (together with any amounts previously repaid to the City) 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 other program income used to acquire or improve the property and 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.

#### **5.0 COORDINATION OF WORK**

**5.1 Representative of Subrecipient.** The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 **Contract Officer.** Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

5.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5.5 **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City of San Leandro, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5.6 **Lobbying.** The Subrecipient hereby certifies that:

a. 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 co-operative agreement;

b. 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 contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6.0 INSURANCE REQUIREMENTS

6.1 **Insurance.** Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

6.2 **Workers' Compensation.** Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) per accident. In the alternative, Subrecipient may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

6.2.2 Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

and

- a. Certificate of Liability Insurance in the amounts specified in the section;

- b. Waiver of Subrogation Endorsement as required by the section.

6.3 Commercial General and Automobile Liability Insurance.

6.3.1 General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.3.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

6.3.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

- c. Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

- d. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

6.3.4 Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

#### 6.4 Professional Liability Insurance.

6.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim

6.4.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

6.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

6.4.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

#### 6.5 All Policies Requirements.

6.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

6.5.3 Deductibles and Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before

beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.5.4 Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

6.5.5 Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

6.5.6 Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 6 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

6.7 Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

b. Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

## 7.0 **ADMINISTRATIVE REQUIREMENTS**

### 7.1 **Financial Management.**

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 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.

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

## 7.2 Documentation and Record-Keeping

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

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
- (3) Records required determining the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR Part 570.502, and Part 84; and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

7.3 **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of San Leandro monitors or their designees for review upon request.

7.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of San Leandro's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

7.5 **Property Records.** The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

7.6 **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).



7.7 **Performance Monitoring.** The City of San Leandro will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of San Leandro will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of San Leandro, contract suspension or termination procedures will be initiated.

7.8 **Close-Outs.** Subrecipient obligation to the City of San Leandro shall not end until all closeout requirements are completed. Activities during this 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 cash advances, program income balances, and receivable accounts to the City of San Leandro), and determining the custodianship of records.

7.9 **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City of San Leandro, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of San Leandro or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

## 8.0 **ENFORCEMENT OF CONTRACT**

8.1 **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

8.3 **Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

- a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
- b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement;  
and;
- d. Withhold further awards for the project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

**8.4 Termination for Convenience.** This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

**8.5 Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**8.6 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**8.7 Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

**8.8 Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **9.0 CITY OFFICERS AND EMPLOYEES**

**9.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of

any default or breach by the City or for any amount that may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Indemnify and Hold Harmless.** Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

#### 10.0 MISCELLANEOUS PROVISIONS

10.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California 94577  
Attention: Director, Community Development  
Dept

To the Subrecipient: Building Futures with Women and Children  
1395 Bancroft Avenue  
San Leandro, CA 94577  
Attn: Elizabeth Varela, Executive Director  
EMAIL: lvarela@bffc.org

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

CITY OF SAN LEANDRO

Building Futures with Women and Children

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Elizabeth Varela, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Budget:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
Finance Director

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Pio Roda, City Attorney

**Account No.: 165-43-250-5120**

# **EXHIBIT A**

## **SCOPE OF WORK**

Term of Contract: **July 1, 2020 – June 30, 2021**

Agency: **BUILDING FUTURES WITH WOMEN AND CHILDREN**

Address: **1395 Bancroft Avenue  
San Leandro, CA 94577**

Contact Person: **ELIZABETH VARELA, EXECUTIVE DIRECTOR**

Phone: **510-924-3088**

Project Name: **Domestic Violence Education, Outreach & Intervention Program**

## **PROJECT GOALS AND OBJECTIVES**

Contractor shall provide Safe San Leandro, Domestic Violence Education, Outreach and Intervention Programs. Services will be provided in English and Spanish.

## **MAJOR ACTIVITIES**

- The addition of one San Leandro-based community support group for monolingual Spanish speaking domestic violence survivors, and to continue the men's support group. Both groups will be held in accessible locations; San Leandro's will also have access to the Building Future's programs hosted in Alameda.
- One-on-one safety planning, crisis counseling, mental health services, advocacy, and other interventions that will be provided in English and Spanish;
- Domestic Violence outreach staff will provide presentations to San Leandro businesses, service providers, workplaces, and schools on the dynamics of intimate partner violence and safe ways to help;
- Update the informational postcard in English, Spanish and Chinese, create social media to impart the signs of domestic violence and how to access help;
- Hotel Vouchers provided to 3- 5 Leandro families fleeing domestic violence providing up to 1 week stay, food, transportation and support.

## **PERFORMANCE MEASURES**

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT:

1. Provide 10-15 San Leandrans with one-on-one safety planning, mental health counseling, advocacy, and other interventions, these services will be provided in English and Spanish by Building Futures

- With Women and Children domestic violence outreach staff;
2. Provide 5 San Leandrans with a San Leandro based community support group for victims in an accessible location and/or Building Futures With Women and Children 6-hour curriculum for those seeking to remove restraining orders;
  3. Provide 5 presentations (to approximately 20 or more people, depending on the Public Health Order and remaining in compliance with practicing social distances. Alternately, presentations and webinar will be made available remotely using distance learning tools appropriate for maintaining confidentiality and privacy.) to San Leandro businesses, service providers, workplaces, and schools on the dynamics of intimate partner violence and safe ways to help;
  4. Provide 1,500 community members with outreach communication including a postcard in three languages in October and February and also via social media.
  5. Provide 3-5 families with emergency hotel stays includes food, clothing and transportation. Support is provided.

### **TIMELINES**

- By September 30, 2020, develop and print postcards and fliers; provide 2 presentations; start support groups, serve 6 new residents. Provide 3 presentations, serve 6 new residents.
- By December 31, 2020 begin weekly domestic violence support group for self-identified men who report being victims of intimate or family violence, provide 2 healthy relationships presentations to marginalized and hard-to-reach community members and serve 6 individuals or family residents of San Leandro.
- By March 30, 2021 provide materials for Teen Dating Violence Awareness Month, Serve 6 new residents.
- By June 30, 2021 print and distribute fliers, provide 3 presentations, serve 4 new residents.

### **REPORTS AND MISCELLANEOUS**

1. Agency must submit the City-provided Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.
2. To ensure timely expenditure of HUD funds, Agency must submit monthly reimbursement claims using the City's invoice or comparable form with documentation of claim including copies of time sheets (denoting specific hours for CDBG work performed), payroll stubs, DE3 or employment or Agreement letter for personnel costs, invoices or billings.
3. Housing Services Division staff will conduct CDBG desk monitoring on an ongoing basis based upon the City's CDBG monitoring plan.
4. Human Services staff and members of the Human Services Commission (HSC) and Housing Services Division staff will conduct at least one monitoring site visit per year.

## EXHIBIT B

<b>BUDGET</b>	
<b>Building Futures With Women and Children</b>	
City of San Leandro: <b>CDBG FY 2020-2021</b>	
<b>Personnel Expenses</b>	
DV Outreach Manager	\$15,000
DV Outreach Counselor	\$1,200
Benefits	\$3,450
<b>Total Salaries and Wages</b>	<b>\$19,650</b>
<b>Operating Expenses</b>	
Consultant	\$1,600
Training Materials	\$1,200
Travel / Mileage	\$300
<b>Total Operating Expenses</b>	<b>\$3,100</b>
<b>Total Direct</b>	<b>\$22,750</b>
Indirect Costs – 10%	\$2,250
<b>TOTAL BUDGETED</b>	<b>\$25,000</b>
<b>TOTAL AMOUNT AWARDED</b>	<b>\$25,000</b>



# EXHIBIT C

## CLIENT SATISFACTION SURVEY

The following Survey is completed at the time client exits the program. Staff will ask the resident to complete this voluntary Survey.

### Client Exit/Satisfaction Survey

We are asking you to complete this brief survey to help us evaluate our program. Please feel comfortable to answer freely. Responses will be kept anonymous. Thank you for your time.

Date: \_\_\_\_\_

Length of stay: \_\_\_\_\_

Name:

\_\_\_\_\_

Children's Names:

\_\_\_\_\_

I am going to (Please Check):

- Permanent housing/own apartment
- Shared housing
- Residential program
- Drug/alcohol program
- Transitional housing program
- Friends/Relatives
- Specialized Shelter
- Hotel/Motel
- Streets
- Unknown
- Other:

\_\_\_\_\_

My new address is: \_\_\_\_\_

\_\_\_\_\_ I have taken my linens back to staff and I have thoroughly cleaned my area.

\_\_\_\_\_ I have picked up any medication and mail from the staff office.

How were we helpful to you?

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---

What changes (negative/positive) do you feel that you have made in your life as a result of your stay here?

---

---

---

What changes do you think your children have made?

---

---

---

What did you especially like about your stay here?

---

---

---

What did you not like and why?

---

---

---

How do you think our program could be improved?

---

---

---

Do you feel that you received the assistance you needed?

---

---

---

What were your unmet goals (Please circle or describe)?

Housing   Legal   Income/Employment   Child Care   Other: \_\_\_\_\_

\_\_\_\_\_

In what way can we be of further service to you? \_\_\_\_\_

\_\_\_\_\_

Do you want follow up contact? \_\_\_\_\_

Are you interested in holiday activities such as Halloween, Thanksgiving, Christmas, etc?

\_\_\_\_\_

Do you have any other comments for us? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Rate your overall stay

1

VERY UNHAPPY

2

3

4

5

VERY HAPPY

Thank you for taking the time to complete this survey.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SAN LEANDRO  
AND  
CALICO CENTER**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 1, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and CALICO Center, a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 019379754.

**RECITALS**

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is \_\_\_\_\_. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement is MC-06-0017. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **TERM OF AGREEMENT.** Unless earlier terminated in accordance with Section 8.4 of this Agreement, this Agreement shall continue in force and effect until June 30, 2021.

2.0 **SUBRECIPIENT OBLIGATIONS**

2.1 **Use of CDBG Funds.** Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as Exhibit "B" and incorporated herein by reference. Agreement Officer may approve minor changes to the budget that do not exceed the maximum amount in paragraph 3.1 of this Agreement.

2.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a nonprofit organization permitted to receive CDBG funds under the Act and the Regulations.

c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

**2.3 Compliance with Law.** Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

**2.4 Licenses, Permits, Fees and Assessments.** Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

**2.5 Personnel and Participant Conditions.**

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of San Leandro and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of San Leandro shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

(1) EO 11246. The Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(2) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City of San Leandro, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of San Leandro, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

2.6 **Environmental Requirements.** Lead Based Paint. In accordance with 24 CFR Part 570.608, the Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five-tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

2.7 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

### 3.0 **DISBURSEMENT OF FUNDS**

3.1 **Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$47,789 [FORTY SEVEN THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS] in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

3.2 **Maximum Amount of General Funds.** Not applicable.

3.3 **Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

3.4 **Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit "A", not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit "B") and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

3.5 **Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make monthly payments for services satisfactorily performed. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

3.6 **Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

3.7 **Separation of Funds.** The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

3.8 **Indirect Costs.** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of San Leandro share of administrative costs and



shall submit such plan to the City of San Leandro for approval. If indirect costs are charged, the indirect cost rate shall be NOT APPLICABLE.

#### 4.0 PERFORMANCE SCHEDULE

4.1 **Schedule of Performance.** Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

4.2 **Reversion of Assets.** Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR 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 the City in an amount (together with any amounts previously repaid to the City) 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 other program income used to acquire or improve the property and 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.

#### 5.0 COORDINATION OF WORK

5.1 **Representative of Subrecipient.** The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 **Contract Officer.** Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

5.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City

shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5.5 **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City of San Leandro, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5.6 **Lobbying.** The Subrecipient hereby certifies that:

a. 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 co-operative agreement;

b. 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 contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6.0 **INSURANCE REQUIREMENTS**

6.1 **Insurance.** Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such

insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

6.2 Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) per accident. In the alternative, Subrecipient may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

6.2.2 Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

6.3 Commercial General and Automobile Liability Insurance.

6.3.1 General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.3.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

6.3.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

c. Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

6.3.4 Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

6.4 Professional Liability Insurance.

6.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim

6.4.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

6.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

6.4.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

6.5 All Policies Requirements.

6.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

6.5.3 Deductibles and Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.5.4 Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

6.5.5 Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

6.5.6 Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 6 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

6.7 Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## 7.0 **ADMINISTRATIVE REQUIREMENTS**

### 7.1 **Financial Management.**

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 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.

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

## 7.2 **Documentation and Record-Keeping**

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

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
- (3) Records required determining the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR Part 570.502, and Part 84; and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

7.3 **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of San Leandro monitors or their designees for review upon request.

7.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of San Leandro's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

7.5 **Property Records.** The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

7.6 **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7.7 **Performance Monitoring.** The City of San Leandro will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of San Leandro will constitute non-compliance with this agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of San Leandro, contract suspension or termination procedures will be initiated.

7.8 **Close-Outs.** Subrecipient obligation to the City of San Leandro shall not end until all closeout requirements are completed. Activities during this 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 cash advances, program income balances, and receivable accounts to the City of San Leandro), and determining the custodianship of records.

7.9 **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City of San Leandro, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of San Leandro or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

## 8.0 ENFORCEMENT OF CONTRACT

8.1 **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

8.3 **Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

- a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
- b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement; and;

- d. Withhold further awards for the project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

8.4 **Termination for Convenience.** This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

8.5 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8.8 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 9.0 CITY OFFICERS AND EMPLOYEES

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Indemnify and Hold Harmless.** Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require



Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

**10.0 MISCELLANEOUS PROVISIONS**

10.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California 94577  
Attention: Director, Community Development Dept

To the Subrecipient: CALICO  
524 Estudillo Ave  
San Leandro, CA 94577  
Attention: Executive Director  
executive.director@calicocenter.org

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

CITY OF SAN LEANDRO

CALICO CENTER

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Erin Harper, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Budget:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
Finance Director

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Pio Roda, City Attorney

**Account No.: 165-43-171-5120**

# EXHIBIT A

## SCOPE OF WORK

Term of Contract: **July 1, 2020 – June 30, 2021**

Agency: CALICO Center

Address: 524 Estudillo Avenue  
San Leandro, CA 94577

Contact Person: Erin Harper, Executive Director

Phone: 510-895-0702

Project Name: San Leandro Child Abuse Intervention Project

## PROJECT GOALS AND OBJECTIVES

CALICO, the Child Abuse Listening, Interviewing and Coordination Center, will provide family support services to improve mental health outcomes for San Leandro toddlers, children and adolescents and adults living with developmental disabilities who have suffered physical or sexual abuse or neglect, and the caregivers of those victims.

## MAJOR ACTIVITIES

A CALICO Family Resource Specialist (a skilled, mental health clinicians) will provide on-site crisis intervention, information, referrals and support and follow-up services by phone to caregivers to enhance their mental health outcomes and ability to provide support and foster the positive mental health of their traumatized child.

## PERFORMANCE MEASURES

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT:

1. A Family Advocate (FA) will conduct an on-site crisis assessment with at least 75% of San Leandro families at CALICO to assess immediate safety needs and provide appropriate crisis intervention and stabilization.
2. An FA will initiate a California Victim Compensation Program (CalVCP) application (or ensure one was already completed) on behalf of at least 50% of caregivers (to access funds for mental health services for the caregiver).
3. An FA will initiate a CalVCP application (or ensure one was already completed) on behalf of at least 75% of child-victims (to access funds for mental health services for the child).
4. An FA will provide psycho-education to at least 75% of caregivers to increase their understanding of the impact of trauma on children and appropriate parental response.

5. An FA will contact at least 70% of caregivers by phone post-interview to providing ongoing intervention, information and support.
6. At least 50% of caregivers contacted by telephone will report that their child is enrolled in counseling.
7. At least 75% of caregivers will indicate a favorable response to their child's treatment at CALICO.
8. CALICO will track the number of COVID-19-impacted cases to assess the pandemic's impact on child abuse caseloads.

### **TIMELINES**

Given the crisis-oriented nature of the work, services may vary from quarter to quarter.

Approximate timelines are as follows:

By September 30, 2020, CALICO will have:

- Conducted 8 forensic interviews with abused San Leandro toddlers, children, and adolescents and adults living with developmental disabilities
- Provided on-site support to 6 caregivers of those victims
- Contacted 5 caregivers by phone for follow-up support

By December 31, 2020, CALICO will have:

- Conducted 16 forensic interviews with abused San Leandro toddlers, children, and adolescents and adults living with developmental disabilities
- Provided on-site support to 12 caregivers of those victims
- Contacted 10 caregivers by phone for follow-up support

By March 31, 2021, CALICO will have:

- Conducted 25 forensic interviews with abused San Leandro toddlers, children, and adolescents and adults living with developmental disabilities
- Provided on-site support to 18 caregivers of those victims
- Contacted 16 caregivers by phone for follow-up support

By June 30, 2021, CALICO will have:

- Conducted 33 forensic interviews with abused San Leandro toddlers, children, and adolescents and adults living with developmental disabilities
- Provided on-site support to 24 caregivers of those victims
- Contacted 22 caregivers by phone for follow-up support

### **REPORTS AND MISCELLANEOUS**

1. Agency must submit the City-provided Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.
2. CALICO will include in Fourth Quarter Report an assessment of whether there was an overall

increase in demand for its services due to COVID-19.

3. To ensure timely expenditure of HUD funds, Agency must submit monthly reimbursement claims using the City's invoice or comparable form with documentation of claim including copies of time sheets (denoting specific hours for CDBG work performed), payroll stubs, DE3 or employment or Agreement letter for personnel costs, invoices or billings.
4. Housing Services Division staff will conduct CDBG desk monitoring on an ongoing basis based upon the City's CDBG monitoring plan.
5. Human Services staff and members of the Human Services Commission (HSC) and Housing Services Division staff will conduct at least one monitoring site visit per year.

# EXHIBIT B

<b>BUDGET</b>	
<b>CALICO</b>	
City of San Leandro: <b>CDBG FY 2020-2021</b>	
Personnel (Salaries and Benefits)	\$41,500
Operating Expenses	\$3,500
	\$
	\$
	\$
	\$
<b>TOTAL BUDGETED</b>	<b>\$45,000</b>
<b>TOTAL AMOUNT AWARDED</b>	<b>\$45,000</b>

3522043.1

## EXHIBIT C

Following each forensic interview, a two-question survey is administered to children by another staff member not involved in that child's interview process. The questions are as follows (for younger children, emoticon faces replace the word scale):

1. **How did you feel about answering the interviewer's questions today? Circle one.**

Como sentiste al contestar las preguntas de la entrevistadora hoy? Circle uno.

<u><b>Very Unhappy</b></u>	<u><b>Unhappy</b></u>	<u><b>Neutral</b></u>	<u><b>Happy</b></u>
(Muy descontento)	(Descontento)	(Neutro)	(Feliz)
	<u><b>Very Happy</b></u>		
	(Muy Feliz)		

2. **How did you feel about the room you were in when you talked to the interviewer? Circle one.**

Como te sentiste de la habitacion donde hablaste con la entrevistadora?  
Circule uno.

<u><b>Very Unhappy</b></u>	<u><b>Unhappy</b></u>	<u><b>Neutral</b></u>	<u><b>Happy</b></u>
(Muy descontento)	(Descontento)	(Neutro)	(Feliz)
	<u><b>Very Happy</b></u>		
	(Muy Feliz)		

At the same time, caregivers are given a longer survey to assess their satisfaction with CALICO's services. They are asked to rate each of the following questions on a scale of one (strongly disagree) to five (strongly agree).

1. I believe my child felt safe at CALICO
2. CALICO staff made sure I understood the reason for our visit to CALICO.
3. When I came to CALICO, my child and I were greeted and received attention in a timely manner
4. I was given information about the services and programs provided by CALICO.
5. My questions were answered to my satisfaction.
6. The process for the interview of my child at CALICO was clearly explained to me.
7. I was given information about possible behaviors I might expect from my child in the days and weeks ahead.

8. The staff members at CALICO were friendly and pleasant.
9. After our visit at CALICO, I feel I know what to expect with the situation facing my child and me.
10. CALICO staff provided me with resources to support my child and respond to his or her needs in the days and weeks ahead.

Following these ten statements are open-ended questions, including “What did you appreciate the most about your experience at CALICO? Was there anything that CALICO staff could have done to better help you or your child? Is there anything else that you would like to share with us about your experience at CALICO?”



**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SAN LEANDRO  
AND  
Davis Street Family Resource Center**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 1, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and Davis Street Family Resource Center, a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 960435774

**RECITALS**

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is \_\_\_\_\_. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement is MC-06-0017. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **TERM OF AGREEMENT.** Unless earlier terminated in accordance with Section 8.4 of this Agreement, this Agreement shall continue in force and effect until June 30, 2021.

2.0 **SUBRECIPIENT OBLIGATIONS**

2.1 **Use of CDBG Funds.** Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as Exhibit "B" and incorporated herein by reference. Agreement Officer may approve minor changes to the budget that do not exceed the maximum amount in paragraph 3.1 of this Agreement.

2.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a nonprofit organization permitted to receive CDBG funds under the Act and the Regulations.

c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

**2.3 Compliance with Law.** Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

**2.4 Licenses, Permits, Fees and Assessments.** Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

**2.5 Personnel and Participant Conditions.**

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of San Leandro and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of San Leandro shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

(1) EO 11246. The Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(2) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City of San Leandro, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of San Leandro, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**2.6 Environmental Requirements. Lead Based Paint.** In accordance with 24 CFR Part 570.608, the Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five-tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

**2.7 Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good

faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

### 3.0 DISBURSEMENT OF FUNDS

3.1 **Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$89,481 [EIGHTY NINE THOUSAND FOUR HUNDRED EIGHTY ONE DOLLARS] in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

3.2 **Maximum Amount of General Funds.** Not applicable.

3.3 **Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

3.4 **Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit "A", not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit "B") and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

3.5 **Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make monthly payments for services satisfactorily performed. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

3.6 **Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

3.7 **Separation of Funds.** The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

3.8 **Indirect Costs.** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of San Leandro share of administrative costs and shall submit such plan to the City of San Leandro for approval. If indirect costs are charged, the indirect cost rate shall be not applicable.

#### 4.0 PERFORMANCE SCHEDULE

4.1 **Schedule of Performance.** Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

4.2 **Reversion of Assets.** Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR 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 the City in an amount (together with any amounts previously repaid to the City) 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 other program income used to acquire or improve the property and 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.

#### 5.0 COORDINATION OF WORK

5.1 **Representative of Subrecipient.** The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 **Contract Officer.** Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

5.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5.5 **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City of San Leandro, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5.6 **Lobbying.** The Subrecipient hereby certifies that:

a. 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 co-operative agreement;

b. 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 contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6.0 **INSURANCE REQUIREMENTS**

6.1 **Insurance.** Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED

AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

6.2 Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) per accident. In the alternative, Subrecipient may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

6.2.2 Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

6.3 Commercial General and Automobile Liability Insurance.

6.3.1 General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.3.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

6.3.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.



c. Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

6.3.4 Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

6.4 Professional Liability Insurance.

6.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim

6.4.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

6.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

6.4.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

6.5 All Policies Requirements.

6.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

6.5.3 Deductibles and Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.5.4 Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

6.5.5 Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

6.5.6 Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 6 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

6.7 Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## 7.0 **ADMINISTRATIVE REQUIREMENTS**

### 7.1 **Financial Management.**

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 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.

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

## 7.2 **Documentation and Record-Keeping**

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

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
- (3) Records required determining the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR Part 570.502, and Part 84; and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

7.3 **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of San Leandro monitors or their designees for review upon request.

7.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of San Leandro's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

7.5 **Property Records.** The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

7.6 **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7.7 **Performance Monitoring.** The City of San Leandro will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of San Leandro will constitute non-compliance with this agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of San Leandro, contract suspension or termination procedures will be initiated.

7.8 **Close-Outs.** Subrecipient obligation to the City of San Leandro shall not end until all closeout requirements are completed. Activities during this 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 cash advances, program income balances, and receivable accounts to the City of San Leandro), and determining the custodianship of records.

7.9 **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City of San Leandro, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of San Leandro or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

## 8.0 ENFORCEMENT OF CONTRACT

8.1 **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

8.3 **Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

- a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
- b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement; and;

- d. Withhold further awards for the project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

8.4 **Termination for Convenience.** This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

8.5 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8.8 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 9.0 CITY OFFICERS AND EMPLOYEES

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Indemnify and Hold Harmless.** Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require

Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

**10.0 MISCELLANEOUS PROVISIONS**

10.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California 94577  
Attention: Director, Community Development Dept

To the Subrecipient: Davis Street Family Resource Center  
3081 Teagarden Street  
San Leandro, CA 94577  
Attention: Chief Executive Officer  
EMAIL ADDRESS: rjohnson@davisstreet.org

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

CITY OF SAN LEANDRO

Davis Street Family Resource Center

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Rose Padilla-Johnson, CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Budget:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
Finance Director

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Pio Roda, City Attorney

**Account No.: 165-43-207-5120**

# **EXHIBIT A**

## **SCOPE OF WORK**

Term of Contract: **July 1, 2020 – June 30, 2021**

Agency: Davis Street Family Resource Center

Address: 3081 Teagarden Street  
San Leandro, CA 94577

Contact Person: Rose Padilla-Johnson, CEO

Phone: (510) 347-4620 x100

Project Name: Family Support Services – Basic Needs Services

## **PROJECT GOALS AND OBJECTIVES**

The Family Support Services Program will provide “Basic Needs” services to San Leandro community members. This includes emergency food and clothing and other services. The provision of emergency services to low-income people in San Leandro enables these individuals and households to move out of poverty and into self-sufficiency.

The DSFRC Community Counseling Program is an outpatient mental health clinic providing the full spectrum of mental health services across the lifespan. This program specializes in providing culturally relevant intervention (individual, couples, family, and group modalities) and prevention services to enhance the overall quality of life for clients. Crisis, short-term, and long-term therapeutic services are provided. Our therapeutic services are designed to work collaboratively with our clients to identify barriers and strategies to enhance their capacity to live full lives.

## **MAJOR ACTIVITIES**

Households will receive five days’ worth of groceries up to twice a month (boxes of groceries include: canned goods, produce, bread, rice and pasta, dairy, and protein items), and emergency clothing and household items. Households also have access to other services provided within DSFRC (housing, childcare, counseling, and medical/dental services, etc.), and they are also provided with linkages to other services among DSFRC local, county, and state resources and partnerships.

DSFRC Community Counseling Program will provide culturally relevant crisis intervention and short-term counseling to individuals, households, and couples across the lifespan. All clients will be provided access to all services within the family resource center-basic needs, medical, and child care services.

## **PERFORMANCE MEASURES**

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT: use evaluation tools that consist of a client intake interview entry and exit survey, follow-up with subsequent visit(s) and re-certification, and documentation of frequency of visits. To track this grant’s outcomes, sub-recipient will monitor client’s housing and employment status. The performance measures are:



1. 220 households will be served each month, totaling 2,640 unduplicated, San Leandro households served within twelve (12) months.
2. Twenty five percent (25%), or 660 households, who accessed the aforementioned services will demonstrate increased financial or housing stability as indicated on their intake assessment and follow up at the 6<sup>th</sup> and 12<sup>th</sup> month re-assessment periods.
3. Twenty percent (20%), or 528 unemployed households, will report a decrease in the risk of compromising their self-sufficiency by securing employment or job training during the first 6 months after accessing our services.
4. Twenty five percent (25%), or 660 under-employed households who receive comprehensive support services, will reduce the risk of losing their jobs by maintaining employment during the first month following their crisis or use of services.
5. 140 unduplicated, San Leandro individuals (in family, couples, group, or individual sessions) will receive case management, crisis intervention and/or short-term counseling services and access to eligible family resource center services during the year.
6. Seventy-five percent (75%) or 105 San Leandro clients regularly seen will report a reduction in the severity or frequency of the presenting issue as supported by a decrease of high or at-risk behavior.

### **TIMELINES**

By September 30, 2020, Davis Street will have accomplished:

- Provide 660 households (averaging 1,650 persons) with basic needs services to include any of the above-mentioned services.
- Provide 35 San Leandro clients with crisis intervention and/or short-term counseling services and access to eligible family resource center services.
- Seventy-five percent (75%) or 26 of the 35 San Leandro clients will report a reduction in the severity or frequency of the presenting issue as supported by a decrease of high or at-risk behavior.

By December 31, 2020, Davis Street will have accomplished:

- Provide 1320 households (averaging 3,300 persons) with basic needs services to include any of the above-mentioned services including case management to households that volunteer to monitor and track progress.
- Provide 70 San Leandro clients with crisis intervention and/or short-term counseling services and access to eligible family resource center services.
- Seventy-five percent (75%) or 53 of the 70 San Leandro clients will report a reduction in the severity or frequency of the presenting issue as supported by a decrease of high or at-risk behavior.

By March 31, 2021, Davis Street will have accomplished:

- Provide 1,980 households (averaging 4,950 persons) with basic needs services to include

any of the above-mentioned services including case management to monitor and track progress.

- Provide 105 San Leandro clients with crisis intervention and/or short-term counseling services and access to eligible family resource center services.
- Seventy-five percent (75%) or 79 of the 105 San Leandro clients will report a reduction in the severity or frequency of the presenting issue as supported by a decrease of high or at-risk behavior.

By June 30, 2021, Davis Street will have accomplished:

- Provide 2,640 households (averaging 6,660 persons) with basic needs services to include any of the above-mentioned services including case management to monitor and track progress.
- Approximately twenty five percent (25%) or 660 households, who accessed the basic needs services will demonstrate increased financial or housing stability as indicated on their intake assessment and follow up at the 6<sup>th</sup> and 12<sup>th</sup> month re-assessment periods. Households will become more self-sufficient by having maintained their housing, as reported at time of follow up.
- Approximately twenty percent (20%) or 528 unemployed households will report a decrease in the risk of compromising their self-sufficiency by securing employment or job training as reported at time of follow-up.
- Approximately twenty five percent (25%) or 660 under-employed households who receive comprehensive support services will reduce the risk of losing their jobs by maintaining employment during the first month following their crisis or use of services
- Provide 140 San Leandro clients with crisis intervention and/or short-term counseling services and access to eligible family resource center services.
- Seventy-five percent (75%) or 105 of the 140 San Leandro clients will report a reduction in the severity or frequency of the presenting issue as supported by a decrease of high or at-risk behavior.

## REPORTS AND MISCELLANEOUS

1. Agency must submit the City-provided Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.
2. To ensure timely expenditure of HUD funds, Agency must submit monthly reimbursement claims using the City's invoice or comparable form with documentation of claim including copies of time sheets (denoting specific hours for CDBG work performed), payroll stubs, DE3 or employment or Agreement letter for personnel costs, invoices or billings.
3. Housing Services Division staff will conduct CDBG desk monitoring on an ongoing basis based upon the City's CDBG monitoring plan.
4. Human Services staff and members of the Human Services Commission (HSC) and Housing Services Division staff will conduct at least one monitoring site visit per year.

## EXHIBIT B

<b>BUDGET</b>	
<b>Davis Street Family Resource Center – Basic Needs Services</b>	
City of San Leandro: <b>CDBG FY 2020-2021</b>	
Salary Cost	\$65,820
Fringe Benefit	\$5,983
Vehicle Operation	\$1,598
Salary Cost & Fringe Benefit (Behavioral Health Director)	\$16,000
<b>TOTAL BUDGETED</b>	<b>\$89,401</b>
<b>TOTAL AMOUNT AWARDED</b>	<b>\$89,401</b>

# EXHIBIT C

## SAMPLE OF ORGANIZATIONS CLIENT SATISFACTION SURVEY (PLEASE INCLUDE BRIEF NARRATIVE OF HOW IT WILL BE SOLICITED)

The Basic Needs Clients Satisfaction Survey is given to clients at two key points during the year. The first one being at the initial intake, then again at recertification. The Behavioral Health survey is distributed during 2 weeks once a year to all patient's/clients. These surveys are available in both English and Spanish.

### Basic Needs Survey



In order to serve you better, we asking for you to take this short survey about you experience with the Davis Street Basic Needs Food and Clothing Programs

**1. How long have you been a Basic Needs client?**

- Less than one year
- 1-2 years
- 2-5 years
- 5-10 years
- Over 10 years

**2. How did you first hear about Davis Street's Basic Needs program?**

- Community outreach event
- Doctor or other health care professional (counsellor, nurse, therapist)
- City worker (police office, City Council member, City staff worker)
- School
- Referred by friend
- Davis Street website
- Davis Street pamphlet
- Davis Street service (childcare, Stepping Stones, Davis Street Centers, Primary Care)
- Other, please specify if possible \_\_\_\_\_

**3. Please indicate how much you agree with the following statements about our Food and Clothing program:**

	Strongly Agree	Agree	Disagree	Strongly Disagree	N/A (not applicable)
I feel welcome in the Basic Needs					
I feel comfortable asking questions about the Basic Needs services					

I feel my feedback about services is valued					
I feel respected in Basic Needs					
I worry that people will see me accessing services at Davis Street					
The hours that Basic Needs offers services (when the warehouse is open) work for me					
The referrals that Basic Needs provides meet my needs					

**SUPPORT SERVICES**

**4. Please rate your level of satisfaction with the service(s) you have accessed in the last 12 months.**

	Very Satisfied	Satisfied	Dissatisfied	Extremely Dissatisfied	Did not use this service	Did not know about this service
Intake process						
Transportation assistance and information (bus tickets, Bart tickets, flex information)						
Housing assistance and information						
	Very Satisfied	Satisfied	Dissatisfied	Extremely Dissatisfied	Did Not Use this Service	Did not know about this service
Job referrals and information						
Special Programs (Coat giveaway, Back 2 school program, Holiday Basket)						
Cal-Fresh, Medical application Assistance						
Connecting clients with other Davis Street programs						
Customer Service in the Warehouse						
Individual advocacy (e.g., help with forms to access other programs)						
<b>The following questions are in regards to the Food Warehouse</b>						
Food Quality						
Food Variety						
Food Quantity						
<b>The Following questions are in regards to the Clothing Department</b>						
Clothing Quality						

Clothing Quantity						
Clothing Variety						

Please tell us about your experience using these services:

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5. What other services would you like to see In the Basic Needs Program?

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6. How can we improve the services that Basic Needs provides? (You can check more than one box!)

- Offer more services in the evening
- Offer services on the weekend (e.g., Saturday afternoons)
- Offer online intake
- Provide more referrals to other community services
- Provide more case management services
- Provide additional food options
- Provide additional clothing options
- Suggestions: \_\_\_\_\_

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*Thank you for your time and input.  
Your feedback will help us with our programs and our growth!*

# Behavioral Health Survey



## Patient Experience Survey

Appointment Date: \_\_\_\_\_ The Provider(s) who treated you today: \_\_\_\_\_

**Your Race/ Ethnicity**

- Asian
- Black/African American
- Hispanic or Latino (all races)
- Pacific Islander
- White (Not Hispanic or Latino)
- Unknown

**Your Sex:**

\_\_\_\_\_

**Your Age:**

\_\_\_\_\_

**Ease of Accessing Services**

	Always	Usually	Sometimes	Never
When you made an appointment for urgent or routine care, how often did you get an appointment as soon as you needed?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
When you contact the provider's office, during and after regular office hours, how often did you get an answer to your question that same day or within 24 hours?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Communication with Clinic Staff**

	Always	Usually	Sometimes	Never
How often did your provider explain things in a way that was easy to understand?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How often did your provider show respect and listen carefully to you?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Coordination of Care**

	Always	Usually	Sometimes	Never
When the provider ordered a blood test, x-ray, or other test for you, how often did someone from the clinic follow up to give you those results?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How often did you and someone from the provider's office talk about all the prescriptions medicines you were taking?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Comprehensive Care**

	Always	Usually	Sometimes	Never
How often does your provider address other concerns you may have (e.g. mental health, quality of life, social support, food and housing insecurities, etc)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How often does your provider talk about specific goals for your health?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Overall Experience with the Clinic and the Staff**

	Very Satisfied 1	Satisfied 2	Not Satisfied 3
How satisfied are you with the clerks and receptionist?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
How satisfied are you with the Nurses and Medical Assistants?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Overall, how satisfied are you with your provider?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Please rate your overall waiting experience.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Clinic Wait Times**

	Yes	No
Did you see your provider within 15 minutes from your scheduled appointment?	<input type="radio"/>	<input type="radio"/>
Did you feel like you were waiting longer than expected?	<input type="radio"/>	<input type="radio"/>
While you were waiting did you feel like you were being taken care of?	<input type="radio"/>	<input type="radio"/>

Last Updated 11.28.2018



**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SAN LEANDRO  
AND  
EDEN COUNCIL FOR HOPE AND OPPORTUNITY (ECHO HOUSING)**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 1, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and Eden Council for Hope and Opportunity (ECHO Housing), a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 083795120.

**RECITALS**

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is INSERT DATE. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement is MC-06-0017. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **TERM OF AGREEMENT.** Unless earlier terminated in accordance with Section 8.4 of this Agreement, this Agreement shall continue in force and effect until June 30, 2021.

2.0 **SUBRECIPIENT OBLIGATIONS**

2.1 **Use of CDBG Funds.** Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as Exhibit "B" and incorporated herein by reference. Agreement Officer may approve minor changes to the budget that do not exceed the maximum amount in paragraph 3.1 of this Agreement.

2.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a nonprofit organization permitted to receive CDBG funds under the Act and the Regulations.

c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

**2.3 Compliance with Law.** Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

**2.4 Licenses, Permits, Fees and Assessments.** Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

**2.5 Personnel and Participant Conditions.**

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of San Leandro and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of San Leandro shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

(1) EO 11246. The Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(2) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City of San Leandro, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of San Leandro, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**2.6 Environmental Requirements.** Lead Based Paint. In accordance with 24 CFR Part 570.608, the Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five-tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

**2.7 Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good

faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

### 3.0 DISBURSEMENT OF FUNDS

3.1 **Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$10,000 [TEN THOUSAND DOLLARS] in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

3.2 **Maximum Amount of General Funds.** Not applicable.

3.3 **Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

3.4 **Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit "A", not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit "B") and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

3.5 **Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make monthly payments for services satisfactorily performed. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

3.6 **Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

3.7 **Separation of Funds.** The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

3.8 **Indirect Costs.** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of San Leandro share of administrative costs and shall submit such plan to the City of San Leandro for approval. If indirect costs are charged, the indirect cost rate shall be **10% De Minimis rate**.

#### 4.0 PERFORMANCE SCHEDULE

4.1 **Schedule of Performance.** Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

4.2 **Reversion of Assets.** Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR 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 the City in an amount (together with any amounts previously repaid to the City) 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 other program income used to acquire or improve the property and 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.

#### 5.0 COORDINATION OF WORK

5.1 **Representative of Subrecipient.** The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 **Contract Officer.** Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

5.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5.5 **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City of San Leandro, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5.6 **Lobbying.** The Subrecipient hereby certifies that:

a. 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 co-operative agreement;

b. 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 contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6.0 **INSURANCE REQUIREMENTS**

6.1 **Insurance.** Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED

AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

6.2 Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) per accident. In the alternative, Subrecipient may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

6.2.2 Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

6.3 Commercial General and Automobile Liability Insurance.

6.3.1 General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.3.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

6.3.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.



c. Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

6.3.4 Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

6.4 Professional Liability Insurance.

6.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim

6.4.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

6.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

6.4.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

6.5 All Policies Requirements.

6.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

6.5.3 Deductibles and Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.5.4 Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

6.5.5 Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

6.5.6 Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 6 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

6.7 Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## 7.0 **ADMINISTRATIVE REQUIREMENTS**

### 7.1 **Financial Management.**

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 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.

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

## 7.2 Documentation and Record-Keeping

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

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
- (3) Records required determining the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR Part 570.502, and Part 84; and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

7.3 **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of San Leandro monitors or their designees for review upon request.

7.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of San Leandro's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

7.5 **Property Records.** The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

7.6 **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7.7 **Performance Monitoring.** The City of San Leandro will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of San Leandro will constitute non-compliance with this agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of San Leandro, contract suspension or termination procedures will be initiated.

7.8 **Close-Outs.** Subrecipient obligation to the City of San Leandro shall not end until all closeout requirements are completed. Activities during this 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 cash advances, program income balances, and receivable accounts to the City of San Leandro), and determining the custodianship of records.

7.9 **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City of San Leandro, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of San Leandro or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

## 8.0 ENFORCEMENT OF CONTRACT

8.1 **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

8.3 **Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

- a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
- b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement; and;

- d. Withhold further awards for the project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

8.4 **Termination for Convenience.** This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

8.5 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8.8 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 9.0 CITY OFFICERS AND EMPLOYEES

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Indemnify and Hold Harmless.** Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require

Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

**10.0 MISCELLANEOUS PROVISIONS**

10.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California 94577  
Attention: Director, Community Development Dept

To the Subrecipient: Eden Council for Hope and Opportunity (ECHO Housing)  
22551 Second Street #200  
Hayward, CA 94541  
Attention: Executive Director  
EMAIL ADDRESS: margie@echofairhousing.org

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

CITY OF SAN LEANDRO

EDEN COUNCIL FOR HOPE AND OPPORTUNITY  
(ECHO HOUSING)

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Marjorie A. Rocha, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Budget:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
Finance Director

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Pio Roda, City Attorney

**Account No.: 165-43-122-5120**

# EXHIBIT A

## SCOPE OF WORK

Term of Contract: **July 1, 2020 – June 30, 2021**

Agency: EDEN COUNCIL FOR HOPE AND OPPORTUNITY  
(ECHO HOUSING)

Address: 22551 Second Street #200  
Hayward, CA 94541

Contact Person: Marjorie A. Rocha

Phone: 510-581-9380

Project Name: Fair Housing Counseling and Investigation

## PROJECT GOALS AND OBJECTIVES

1. Provide fair housing services to residents of San Leandro, including complaint intake, evaluation, investigation, counseling, conciliation, mediation (if requested by the tenant), and legal/governmental referrals (when appropriate).
2. Conduct outreach, training and educational workshops focusing on tenants, property owners, and property managers.
3. Conduct targeted audits to determine potential patterns of discrimination.

## MAJOR ACTIVITIES

1. **Provide counseling and investigation on inquiries and complaints**
2. **Perform audits to determine if discrimination is occurring in the housing industry**
3. **Conduct training to tenants, landlords, and the community at large.**
4. **Provide education on fair housing issues and conduct marketing of the program.**

## PERFORMANCE MEASURES

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT:

### A. Process Inquiries and Complaints

1. Serve at least 10 clients inquiring about fair housing and related issues, and/or alleging housing discrimination.
2. Evaluate and investigate complaints within 24 hours, when feasible. Trained investigators, following established fair housing investigative methods, will perform all investigations.
3. Fifty percent (50%), or 5 of 10 complainants, who have been denied housing or are in danger of losing their housing because of illegal housing discrimination, will be afforded conciliation or referrals to attorneys or governmental agencies for enforcement to make the subject rentals accessible to protected classes.

### B. Perform Audits

1. Perform 9 housing audits to determine fair housing compliance.
2. Analyze data.
3. Provide training and follow-up to non-compliant property owners and/or managers.



### **C. Training**

1. Hold one Fair Housing Month event.
2. Conduct 2 fair housing training sessions for tenants and/or potential homebuyers.

### **D. Education and Marketing**

1. Conduct 4 presentations on fair housing issues.
2. Distribute 1,000 flyers/brochures on fair housing issues, laws, and events at public locations such as libraries, churches, community groups, social service agencies, and stores.

## **TIMELINES**

Through September 30, 2020, ECHO Housing will have accomplished:

- A. 1. Open 3 fair housing cases
- D. 1. Conduct 2 presentations on fair housing issues.
2. Distribute 500 flyers/brochures on fair housing issues at events and public locations.

Through December 31, 2020, ECHO Housing will have:

- A. 1. Opened 3 fair housing cases
- C. 2. Conducted one fair housing training for tenants and/or potential homebuyers.
- D. 1. Conducted one presentation on fair housing issues.
2. Distributed 500 flyers/brochures on fair housing issues at events and public locations.

Through March 31, 2021, ECHO Housing will have:

- A. 1. Opened 3 fair housing cases.
- B. 1. Performed 9 housing audits.
2. Analyzed the tester data.

Through June 30, 2021, ECHO Housing will have:

- A. 1. Opened one fair housing case.
- B. 3. Provided training and follow-up to non-compliant owners/managers.
- C. 1. Conducted a Fair Housing Month event
2. Conducted one fair housing training for tenants and/or potential homebuyers.
- D. 1. Conducted one presentation on fair housing issues.

## **REPORTS AND MISCELLANEOUS**

1. Agency must submit the City-provided Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.

2. To ensure timely expenditure of HUD funds, Agency must submit monthly reimbursement claims using the City's invoice or comparable form with documentation of claim including copies of time sheets (denoting specific hours for CDBG work performed), payroll stubs, DE3 or employment or Agreement letter for personnel costs, invoices or billings.

3. Housing Services Division staff will conduct CDBG desk monitoring on an ongoing basis based upon the City's CDBG monitoring plan.

4. Human Services staff and members of the Human Services Commission (HSC) and Housing Services Division staff will conduct at least one monitoring site visit per year.

## EXHIBIT B

<b>BUDGET</b>	
<b>Eden Council for Hope and Opportunity</b>	
<b>City of San Leandro: CDBG FY 2020-2021</b>	
SALARIES	\$1,214
Fringe Benefits	\$6,816
Occupancy (Rent, Communications)	\$1,161
General Operating Expenses	\$412
INDIRECT COSTS	\$397
<b>TOTAL BUDGETED</b>	<b>\$10,000</b>
<b>TOTAL AMOUNT AWARDED</b>	<b>\$10,000</b>

3522043.1

# EXHIBIT C

## SAMPLE OF ORGANIZATIONS CLIENT SATISFACTION SURVEY

Surveys will be solicited by mail or email within a month of the case being closed. They will be delivered to every bona fide Complainant.

1. Where did you hear about ECHO Housing?  
 Friend/family  Flyer  Social media  Website  Other: \_\_\_\_\_
2. Are you satisfied with how your Counselor handled your inquiry?  
 Yes  No  Somewhat
3. Did your Counselor resolve your issue competently?  
 Yes  No  Somewhat
4. Was your issue resolved in a timely manner?  
 Yes  No  Somewhat
5. Did your Counselor communicate in a clear manner?  
 Yes  No  Somewhat
6. Did you feel confident in your Counselor's ability to help you?  
 Yes  No  Somewhat
7. Overall, did you feel that your Counselor was knowledgeable about your concern?  
 Yes  No  Somewhat
8. Was your Counselor professional and courteous?  
 Yes  No  Somewhat
9. How likely are you to recommend ECHO to a friend or colleague?  
 Likely  Not likely
10. Are you following ECHO Housing on social media or ECHO's website? If so, check below.  
 Facebook  Twitter  Echofairhousing.org

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SAN LEANDRO  
AND  
FAMILY VIOLENCE LAW CENTER**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 1, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and FAMILY VIOLENCE LAW CENTER, a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 013236448.

**RECITALS**

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is \_\_\_\_\_. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement is MC-06-0017. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **TERM OF AGREEMENT.** Unless earlier terminated in accordance with Section 8.4 of this Agreement, this Agreement shall continue in force and effect until June 30, 2021.

**2.0 SUBRECIPIENT OBLIGATIONS**

2.1 **Use of CDBG Funds.** Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as Exhibit "B" and incorporated herein by reference. Agreement Officer may approve minor changes to the budget that do not exceed the maximum amount in paragraph 3.1 of this Agreement.

2.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a nonprofit organization permitted to receive CDBG funds under the Act and the Regulations.

c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

**2.3 Compliance with Law.** Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

**2.4 Licenses, Permits, Fees and Assessments.** Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

**2.5 Personnel and Participant Conditions.**

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of San Leandro and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of San Leandro shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

(1) EO 11246. The Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(2) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City of San Leandro, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of San Leandro, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**2.6 Environmental Requirements. Lead Based Paint**. In accordance with 24 CFR Part 570.608, the Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five-tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

**2.7 Further Responsibilities of Parties**. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in

good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

### 3.0 DISBURSEMENT OF FUNDS

3.1 **Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$25,000 [TWENTY-FIVE THOUSAND DOLLARS] in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

3.2 **Maximum Amount of General Funds.** Not applicable.

3.3 **Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

3.4 **Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit "A", not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit "B") and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

3.5 **Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make monthly payments for services satisfactorily performed. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

3.6 **Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

3.7 **Separation of Funds.** The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

3.8 **Indirect Costs.** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of San Leandro share of administrative costs and shall submit such plan to the City of San Leandro for approval. If indirect costs are charged, the indirect cost rate shall be not applicable.



#### 4.0 PERFORMANCE SCHEDULE

4.1 **Schedule of Performance.** Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

4.2 **Reversion of Assets.** Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR 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 the City in an amount (together with any amounts previously repaid to the City) 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 other program income used to acquire or improve the property and 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.

#### 5.0 COORDINATION OF WORK

5.1 **Representative of Subrecipient.** The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 **Contract Officer.** Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

5.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5.5 **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City of San Leandro, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5.6 **Lobbying.** The Subrecipient hereby certifies that:

a. 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 co-operative agreement;

b. 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 contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6.0 **INSURANCE REQUIREMENTS**

6.1 **Insurance.** Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED

AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

6.2 Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) per accident. In the alternative, Subrecipient may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

6.2.2 Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

6.3 Commercial General and Automobile Liability Insurance.

6.3.1 General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.3.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

6.3.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

c. Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

6.3.4 Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

6.4 Professional Liability Insurance.

6.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim

6.4.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

6.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

6.4.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

6.5 All Policies Requirements.

6.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

6.5.3 Deductibles and Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.5.4 Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

6.5.5 Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

6.5.6 Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 6 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

6.7 Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## 7.0 **ADMINISTRATIVE REQUIREMENTS**

### 7.1 **Financial Management.**

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 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.

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

## 7.2 Documentation and Record-Keeping

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

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
- (3) Records required determining the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR Part 570.502, and Part 84; and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

7.3 **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of San Leandro monitors or their designees for review upon request.

7.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of San Leandro's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

7.5 **Property Records.** The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

7.6 **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7.7 **Performance Monitoring.** The City of San Leandro will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of San Leandro will constitute non-compliance with this agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of San Leandro, contract suspension or termination procedures will be initiated.

7.8 **Close-Outs.** Subrecipient obligation to the City of San Leandro shall not end until all closeout requirements are completed. Activities during this 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 cash advances, program income balances, and receivable accounts to the City of San Leandro), and determining the custodianship of records.

7.9 **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City of San Leandro, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of San Leandro or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

## 8.0 ENFORCEMENT OF CONTRACT

8.1 **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

8.3 **Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

- a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
- b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement; and;

- d. Withhold further awards for the project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

8.4 **Termination for Convenience.** This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

8.5 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8.8 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 9.0 CITY OFFICERS AND EMPLOYEES

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Indemnify and Hold Harmless.** Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require



Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

**10.0 MISCELLANEOUS PROVISIONS**

10.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California 94577  
Attention: Director, Community Development Dept

To the Subrecipient: Family Violence Law Center  
470 27<sup>th</sup> Street  
Oakland, California 94612  
Attention: Erin Scott, Executive Director  
escott@fvlc.org

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

CITY OF SAN LEANDRO

FAMILY VIOLENCE LAW CENTER

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Erin Scott, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Budget:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
Finance Director

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Pio Roda, City Attorney

**Account No.: 165-43-251-5120**

# **EXHIBIT A**

## **SCOPE OF WORK**

Term of Contract: **July 1, 2020 – June 30, 2021**

Agency: FAMILY VIOLENCE LAW CENTER

Address: 470 27<sup>th</sup> Street  
Oakland, California 94612

Contact Person: Erin Scott, Executive Director

Phone: 510-208-0220

Project Name: Family Violence Prevention Program

## **PROJECT GOALS AND OBJECTIVES**

FVLC provides San Leandro residents fleeing family violence with free legal services, and in-kind supportive non-legal services.

## **MAJOR ACTIVITIES**

FVLC's services include providing legal information, advice and consultation; paperwork preparation; and legal representation in restraining order and related family law matters (for example, incorporated child custody and family support orders, and move-out orders requiring the batterer to move out and stay away from the family residence, among others).

## **PERFORMANCE MEASURES**

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT:

1. Direct legal assistance to at least 40 San Leandro families experience domestic violence. These services protect survivors from the loss of residence, the return of the batterer, and family disintegration. At least 8 domestic violence survivors will receive assistance obtaining court orders.
2. Housing services (such as obtaining move-out orders as part of restraining orders, obtaining funds to relocate, and emergency housing and relocation assistance) to at least 10 San Leandro residents experiencing domestic violence. These services enable survivors to permanently leave abusive relationships without becoming homeless.
3. In-kind crisis counseling, safety planning, assistance with Victims of Crime applications and/or services referrals to at least 16 San Leandro survivors of domestic violence. These services, funded by multiple other sources, help survivors remain safe and connect them with FVLC's longer term legal, counseling and case management services.

## **TIMELINES**

1st Quarter (July – September 2020) - Provide legal services to 10 unduplicated San Leandro residents.

2nd Quarter (October – December 2020) – Provide legal services to 10 unduplicated San Leandro residents.

3rd Quarter (January – March 2021) – Provide legal services to 10 unduplicated San Leandro residents.

4th Quarter (April – June 2021) – Provide legal services to 10 unduplicated San Leandro residents.

### **REPORTS AND MISCELLANEOUS**

1. Agency must submit the City-provided Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.
2. To ensure timely expenditure of HUD funds, Agency must submit monthly reimbursement claims using the City's invoice or comparable form with documentation of claim including copies of time sheets (denoting specific hours for CDBG work performed), payroll stubs, DE3 or employment or Agreement letter for personnel costs, invoices or billings.
3. Housing Services Division staff will conduct CDBG desk monitoring on an ongoing basis based upon the City's CDBG monitoring plan.
4. Human Services staff and members of the Human Services Commission (HSC) and Housing Services Division staff will conduct at least one monitoring site visit per year.

## EXHIBIT B

<b>BUDGET</b>	
<b>FAMILY VIOLENCE LAW CENTER</b>	
City of San Leandro: <b>CDBG FY 2020-2021</b>	
Executive Director	\$ 3,606
Managing Attorney	\$ 3,045
Staff Attorneys	\$ 8,470
Finance Director	\$ 3,235
Salaries Subtotal	\$18,356
Benefits	\$ 2,126
Total Personnel	\$20,482
IT Contract	\$ 1,207
Rent	\$ 1,604
Consumable Supplies	\$ 407
Books, Subscriptions, Reference	\$ 600
Membership and Dues	\$ 450
Professional Liability Insurance	\$ 250
<b>TOTAL BUDGETED</b>	<b>\$25,000</b>
<b>TOTAL AMOUNT AWARDED</b>	<b>\$25,000</b>

# EXHIBIT C

## CLIENT SATISFACTION SURVEY

### FVLC Evaluation Survey

Hello my name is \_\_\_\_\_ from the Family Violence Law Center. You received \_\_\_\_\_ (type of services) from us in the past, and we are calling some of our previous clients in order to find out how they are doing. I would like to ask you a few questions that are part of a short five minute survey that will help us in our efforts to improve our services to better help our clients and the community. Your answers and identity will be kept confidential.

#### Client Information (Anonymous and Confidential- pulled from database report)

Initials: \_\_\_\_\_ City: \_\_\_\_\_ Month: \_\_\_\_\_ # Contacts: \_\_\_\_\_

Services Received:     Intake    Legal    FVIU    Family Caseworker    MRT    HEAL

DOESN'T REMEMBER RECEIVING SERVICES                       REFUSED TO RESPOND

**The following sets of questions are going to ask you to compare your current situation to your situation when you first received our services.**

#### Living Situation

1. Did you have to move because of the abuse?

Yes                       No

2. Please describe your living arrangements.

Before	After
<input type="checkbox"/>	<input type="checkbox"/> I am staying/living with friends or family
<input type="checkbox"/>	<input type="checkbox"/> I am homeless (including staying in a shelter or a motel.)
<input type="checkbox"/>	<input type="checkbox"/> I am living in an apartment or house on my own (or with my children)

#### Abuse

3. Have you experienced any further physical abuse since receiving our services?

No                       Yes

4. Have you experienced any further emotional abuse since receiving our services?

No                       Yes

5. If yes, is the current abuse occurring with the same person?

No                       Yes

#### PROGRAM SPECIFIC QUESTIONS (ask applicable questions only)

# EXHIBIT C

## CLIENT SATISFACTION SURVEY

### Crisis

6. How important were receiving the crisis line services in helping you cope with your situation?

Very Important    1            2            3            4            5    Not at all important

### Legal

7. How important were receiving legal services in helping you cope with your situation?

Very Important    1            2            3            4            5    Not at all important

8. Has your abuser violated the restraining order?

No                     Yes             N/A

9. If yes, in what way did the abuser violate the restraining order?

- Physical Battering                     Harassment/ Verbal Abuse (in person)  
 Sexual Abuse/ Rape                     Harassing Phone Calls  
 Other \_\_\_\_\_

### FVIU

10. How important was receiving assistance from the OPD/ BPD advocate in helping you cope with your situation?

Very Important    1            2            3            4            5    Not at all important

### Mobile Response Team

11. How important was working with the overnight crisis team in helping you cope with your situation?

Very Important    1            2            3            4            5    Not at all important

12. How important was relocating to a hotel in helping you cope with your situation?  N/A

Very Important    1            2            3            4            5    Not at all important

### Mental Health Therapist

13. How important was working with the therapist in helping you cope with your situation?

Very Important    1            2            3            4            5    Not at all important

14. What did you like most about our services?

15. How could we improve our services?

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SAN LEANDRO  
AND  
LA CLÍNICA DE LA RAZA, INC.**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 1, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and **La Clínica de La Raza, Inc.**, a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 070159157.

**R E C I T A L S**

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is \_\_\_\_\_. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement is MC-06-0017. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **TERM OF AGREEMENT.** Unless earlier terminated in accordance with Section 8.4 of this Agreement, this Agreement shall continue in force and effect until June 30, 2021.

2.0 **SUBRECIPIENT OBLIGATIONS**

2.1 **Use of CDBG Funds.** Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as Exhibit "B" and incorporated herein by reference. Agreement Officer may approve minor changes to the budget that do not exceed the maximum amount in paragraph 3.1 of this Agreement.

2.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a nonprofit organization permitted to receive CDBG funds under the Act and the Regulations.



c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

**2.3 Compliance with Law.** Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

**2.4 Licenses, Permits, Fees and Assessments.** Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

**2.5 Personnel and Participant Conditions.**

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of San Leandro and the United States are beneficiaries of and entitled to enforce such covenants.

The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of San Leandro shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

(1) EO 11246. The Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(2) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City of San Leandro, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of San Leandro, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**2.6 Environmental Requirements. Lead Based Paint.** In accordance with 24 CFR Part 570.608, the Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five-tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

2.7 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

### 3.0 **DISBURSEMENT OF FUNDS**

3.1 **Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$100,000 in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

3.2 **Maximum Amount of General Funds.** Not applicable.

3.3 **Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause by either party with 30 days' written notice. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

3.4 **Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit "A", not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit "B") and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

3.5 **Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make monthly payments for services satisfactorily performed. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

3.6 **Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

3.7 **Separation of Funds.** The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

3.8 **Indirect Costs.** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of San Leandro share of administrative costs

and shall submit such plan to the City of San Leandro for approval. If indirect costs are charged, the indirect cost rate shall be 15%.

#### 4.0 PERFORMANCE SCHEDULE

4.1 **Schedule of Performance.** Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

4.2 **Reversion of Assets.** Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR 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 the City in an amount (together with any amounts previously repaid to the City) 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 other program income used to acquire or improve the property and 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.

#### 5.0 COORDINATION OF WORK

5.1 **Representative of Subrecipient.** The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 **Contract Officer.** Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

5.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

**5.5 Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City of San Leandro, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

**5.6 Lobbying.** The Subrecipient hereby certifies that:

a. 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 co-operative agreement;

b. 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 contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **6.0 INSURANCE REQUIREMENTS**

**6.1 Insurance.** Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and

provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

6.2 Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) per accident. In the alternative, Subrecipient may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

6.2.2 Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

6.3 Commercial General and Automobile Liability Insurance.

6.3.1 General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.3.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

6.3.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

c. Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

6.3.4 Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

6.4 Professional Liability Insurance.

6.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim

6.4.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

6.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

6.4.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

6.5 All Policies Requirements.



6.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

6.5.3 Deductibles and Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.5.4 Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

6.5.5 Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

6.5.6 Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 6 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

6.7 Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## 7.0 **ADMINISTRATIVE REQUIREMENTS**

### 7.1 **Financial Management.**

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 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.

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

## 7.2 **Documentation and Record-Keeping**

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

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
- (3) Records required determining the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR Part 570.502, and Part 84; and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

7.3 **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of San Leandro monitors or their designees for review upon request.

7.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of San Leandro's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

7.5 **Property Records.** The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

7.6 **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the

prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

**7.7 Performance Monitoring.** The City of San Leandro will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of San Leandro will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of San Leandro, contract suspension or termination procedures will be initiated.

**7.8 Close-Outs.** Subrecipient obligation to the City of San Leandro shall not end until all closeout requirements are completed. Activities during this 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 cash advances, program income balances, and receivable accounts to the City of San Leandro), and determining the custodianship of records.

**7.9 Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City of San Leandro, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of San Leandro or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

## **8.0 ENFORCEMENT OF CONTRACT**

**8.1 Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2 Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

**8.3 Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;

- b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement; and;
- d. Withhold further awards for the project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

8.4 **Termination for Convenience.** This Agreement may be terminated for convenience by either party with 30 days written notice as provided in 24 CFR Section 85.44.

8.5 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8.8 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 9.0 CITY OFFICERS AND EMPLOYEES

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of

any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Indemnify and Hold Harmless.** Both Parties agree to indemnify, defend, and hold harmless the other party and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, the indemnifying party's performance under this Agreement. Nothing herein shall be construed to require Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

## 10.0 MISCELLANEOUS PROVISIONS

10.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California 94577  
Attention: Director, Community Development Dept

To the Subrecipient: La Clinica de La Raza, Inc.  
P.O. Box  
Oakland, CA 94623  
Attention: Jane Garcia, Chief Executive Officer  
EMAIL ADDRESS: jgarcia@laclinica.org

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

CITY OF SAN LEANDRO

LA CLINICA DE LA RAZA, INC.

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Jane Garcia, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Budget:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
Finance Director

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Pio Roda, City Attorney

**Account No.: 165-43-252-5120**

# EXHIBIT A

## SCOPE OF WORK

Term of Contract: **July 1, 2020 – June 30, 2021**

Agency: La Clinica de La Raza, Inc.

Address: P.O. Box  
Oakland, CA 94623

Contact Person: Laura Zepeda Torres, Planner

Phone: 510-535-2973

Project Name: San Leandro Mental Health Warmline

## PROJECT GOALS AND OBJECTIVES

The Warmline is a non-emergency resource for anyone in San Leandro seeking emotional support and information/referral to community resources. Some concerns callers may share are challenges with circumstances related to COVID-19. The Warmline will be staffed by trained Peer Specialists with their own lived experiences of mental health challenges and recovery. This staff will be supervised by an experienced licensed professional who will conduct call monitoring, support on calls, and training.

## MAJOR ACTIVITIES

Bilingual and bicultural staff will provide a wide range of services including psychoeducation, stigma reduction, information and referral, and targeted care navigation. Peer Specialists will use their lived experience and mental health training to connect with callers, educate callers on navigating health/behavioral health care, and provide emotional support and referral. The Peer Specialists will be supervised by a licensed mental health professional who can be available to provide supervision, support on calls, and training as needed.

The telephone support will:

1. Assist callers will provide active listening and emotional support to strengthen their personal coping strategies;
2. Alleviate immediate distress; and
3. Provide information/referral to other services.

Each call service is intended to be a single session although callers may make repeated calls.

Services will be provided in English and Spanish.

## PERFORMANCE MEASURES

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT:

Performance Measures for Pilot Phase

- Establish phone lines; develop and test operational protocols and develop list of community resources and referral partners.
- Hire and train staff.
- Develop and execute Warmline marketing strategy.
- Develop data collection and evaluation scheme.

### Demographic Information

All callers will be asked demographic questions at the conclusion of each call (city of residence, zip code, gender, income level, race/ethnicity, and household type).

### Client Satisfaction Survey

All or some callers will be asked to stay on the line and answer questions after the call concludes. The evaluation process will also include calling a voluntary set of participants to document outcomes weeks after the call. Survey questions will include:

- Have you used this service before?
- Did you find this call to the Warmline helpful?
- Do you believe the Warmline counselor understood your concerns, problems, or challenges?
- If the Warmline counselor informed or referred you to other services, did you find these services helpful?
- Would you call the Warmline again if you needed assistance?
- Would you refer a family member or friend to this Warmline?

Performance Measures Post Pilot Phase:

- 1,500 calls per year
- 5% call abandonment rate
- 25% of calls resulted in referral(s)
- 75% callers believed call was helpful
- 25% of callers would refer family member or friend to the service

## **TIMELINES**

### **July 2020**

- Establish phone lines; develop and test operational protocols and develop list of community resources and referral partners.
- Hire and train staff.
- Develop and execute Warmline marketing strategy.
- Develop data collection and evaluation scheme.

### **August 2020 through June 2021**

- 1,500 calls per year
- 5 % call abandonment rate
- 25 % of calls resulted in referral(s)
- 75 % callers believed call was helpful
- 25 % of callers would refer family member or friend to the service

### **May 2021 through June 2021**

- Evaluation report describing program challenges and successes and how to scale up the program
- Operational performance metrics shown above



## REPORTS AND MISCELLANEOUS

1. Agency must submit the City-provided Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.
2. To ensure timely expenditure of HUD funds, Agency must submit monthly reimbursement claims using the City's invoice or comparable form with documentation of claim including copies of time sheets (denoting specific hours for CDBG work performed), payroll stubs, DE3 or employment or Agreement letter for personnel costs, invoices or billings.
3. Housing Services Division staff will conduct CDBG desk monitoring on an ongoing basis based upon the City's CDBG monitoring plan.
4. Human Services staff and members of the Human Services Commission (HSC) and Housing Services Division staff will conduct at least one monitoring site visit per year.

## EXHIBIT B

<b>BUDGET</b>	
<b>La Clínica de La Raza, Inc.</b>	
<b>City of San Leandro: CDBG FY 2020-2021</b>	
Project Coordinator	\$13,028
Peer Specialists	\$43,885
Clinical Supervisor	\$3,808
<b>Fringe Benefits @27.3%</b>	<b>\$16,577</b>
<b>Subtotal Personnel</b>	<b>\$77,298</b>
Phone/Communication	\$6,000
Marketing	\$2,459
Supplies	\$1,200
<b>Subtotal Operating Costs</b>	<b>\$9,659</b>
<b>Total Direct Costs</b>	<b>\$86,957</b>
<b>Indirect Costs @15%</b>	<b>\$13,043</b>
<b>TOTAL BUDGETED</b>	<b>\$100,000</b>
<b>TOTAL AMOUNT AWARDED</b>	<b>\$100,000</b>

# EXHIBIT C

## SAMPLE CLIENT SATISFACTION SURVEY

1. Did you find this call to the Warmline helpful?
2. Do you believe the Warmline counselor understood your concerns, problems, or challenges?
3. Would you call the Warmline again if you needed assistance?
4. Would you refer a family member or friend to this Warmline?

## SAMPLE DEMOGRAPHIC INFORMATION QUESTIONS

1. What is your city of residence?
2. What is your zip code?
3. What is your age?
4. What is your gender?
5. What is your ethnicity?
  - a. Hispanic
  - b. Not Hispanic
6. What is your Race?
  - a. White
  - b. Black/African American
  - c. Asian
  - d. American Indian or Alaskan Native
  - e. Native Hawaiian or Pacific Islander
  - f. Amer. Ind. or Alask. Native and White
  - g. Asian and White
  - h. Black/African American and White
  - i. Amer. Ind./Alask. Nat. and Blk/Afr. Amer.
  - j. Other Multi-Racial Combinations
7. What is your annual household income?
  - a. Extremely low-income (0-30% AMI)
  - b. Very Low Income (31-50% AMI)
  - c. Low Income (51-80% AMI)
  - d. Moderate Income (>80% AMI)
8. What is your household type?
  - a. Homeless
  - b. Female-Headed Households
  - c. Disabled/Special Needs
  - d. San Leandro residents

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SAN LEANDRO  
AND  
SERVICE OPPORTUNITY FOR SENIORS (SOS)**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 1, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and Service Opportunity for Seniors (SOS), a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 051251882.

**RECITALS**

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is \_\_\_\_\_. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement is MC-06-0017. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **TERM OF AGREEMENT.** Unless earlier terminated in accordance with Section 8.4 of this Agreement, this Agreement shall continue in force and effect until June 30, 2021.

2.0 **SUBRECIPIENT OBLIGATIONS**

2.1 **Use of CDBG Funds.** Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as Exhibit "B" and incorporated herein by reference. Agreement Officer may approve minor changes to the budget that do not exceed the maximum amount in paragraph 3.1 of this Agreement.

2.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a nonprofit organization permitted to receive CDBG funds under the Act and the Regulations.

c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

**2.3 Compliance with Law.** Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

**2.4 Licenses, Permits, Fees and Assessments.** Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

**2.5 Personnel and Participant Conditions.**

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of San Leandro and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of San Leandro shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

(1) EO 11246. The Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(2) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City of San Leandro, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of San Leandro, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

2.6 **Environmental Requirements.** Lead Based Paint. In accordance with 24 CFR Part 570.608, the Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five-tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

2.7 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

### 3.0 **DISBURSEMENT OF FUNDS**

3.1 **Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$60,040 [SIXTY THOUSAND FORTY DOLLARS] in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

3.2 **Maximum Amount of General Funds.** Not applicable.

3.3 **Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

3.4 **Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit "A", not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit "B") and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

3.5 **Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make monthly payments for services satisfactorily performed. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

3.6 **Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

3.7 **Separation of Funds.** The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

3.8 **Indirect Costs.** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of San Leandro share of administrative costs and



shall submit such plan to the City of San Leandro for approval. If indirect costs are charged, the indirect cost rate shall be NOT APPLICABLE.

#### 4.0 PERFORMANCE SCHEDULE

4.1 **Schedule of Performance.** Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

4.2 **Reversion of Assets.** Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR 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 the City in an amount (together with any amounts previously repaid to the City) 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 other program income used to acquire or improve the property and 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.

#### 5.0 COORDINATION OF WORK

5.1 **Representative of Subrecipient.** The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 **Contract Officer.** Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

5.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City

shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

**5.5 Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City of San Leandro, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

**5.6 Lobbying.** The Subrecipient hereby certifies that:

a. 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 co-operative agreement;

b. 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 contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **6.0 INSURANCE REQUIREMENTS**

**6.1 Insurance.** Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such

insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

6.2 Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) per accident. In the alternative, Subrecipient may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

6.2.2 Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

6.3 Commercial General and Automobile Liability Insurance.

6.3.1 General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.3.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

6.3.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

c. Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

6.3.4 Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

6.4 Professional Liability Insurance.

6.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim

6.4.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

6.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

6.4.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

6.5 All Policies Requirements.

6.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

6.5.3 Deductibles and Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.5.4 Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

6.5.5 Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

6.5.6 Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 6 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

6.7 Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## 7.0 **ADMINISTRATIVE REQUIREMENTS**

### 7.1 **Financial Management.**

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 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.

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

## 7.2 **Documentation and Record-Keeping**

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

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
- (3) Records required determining the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR Part 570.502, and Part 84; and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

7.3 **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of San Leandro monitors or their designees for review upon request.

7.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of San Leandro's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

7.5 **Property Records.** The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

7.6 **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7.7 **Performance Monitoring.** The City of San Leandro will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of San Leandro will constitute non-compliance with this agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of San Leandro, contract suspension or termination procedures will be initiated.

7.8 **Close-Outs.** Subrecipient obligation to the City of San Leandro shall not end until all closeout requirements are completed. Activities during this 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 cash advances, program income balances, and receivable accounts to the City of San Leandro), and determining the custodianship of records.

7.9 **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City of San Leandro, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of San Leandro or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

## 8.0 ENFORCEMENT OF CONTRACT

8.1 **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

8.3 **Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

- a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
- b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement; and;

- d. Withhold further awards for the project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

8.4 **Termination for Convenience.** This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

8.5 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8.8 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 9.0 CITY OFFICERS AND EMPLOYEES

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Indemnify and Hold Harmless.** Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require



Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

**10.0 MISCELLANEOUS PROVISIONS**

10.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California 94577  
Attention: Director, Community Development Dept

To the Subrecipient: Service Opportunity for Seniors (SOS Meals on Wheels)  
2235 Polvorosa Avenue, Suite 260  
San Leandro, CA 94577  
Attention: EXECUTIVE DIRECTOR  
EMAIL: charlie@sosmow.org

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

CITY OF SAN LEANDRO

Service Opportunity for Seniors (SOS Meals on Wheels)

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Charlie Deterline, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Budget:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
Finance Director

Approved as to Form:

Date: \_\_\_\_\_

**Account No.: 165-43-224-5120**

\_\_\_\_\_  
Richard Pio Roda, City Attorney

# **EXHIBIT A**

## **SCOPE OF WORK**

Term of Contract                    **July 1, 2020 – June 30, 2021**

Agency:                                Service Opportunity for Seniors (SOS)

Address:                                2235 Polvorosa Avenue, Suite 260  
San Leandro, CA 94577

Contact Person:                    Charlie Deterline, Executive Director

Phone:                                    510-582-1263 / 510 343-6122

Project Name:                        SOS / Meals on Wheels

## **PROJECT GOALS AND OBJECTIVES**

The SOS/Meals on Wheels Program is an uncurtail meal delivery service to homebound seniors, 60 years of age and older, who are unable to shop for food or prepare meals for themselves. By promoting “Basic Nutritional Health”, the program decreases the possibility of premature institutionalization and fosters and supports self-determination, independence, and the dignity of homebound seniors.

## **MAJOR ACTIVITIES**

The Program will maintain meals delivery service levels for two out of the five delivery routes in San Leandro. It will deliver the best nutritional food service of meals on the weekdays, with weekend meals available upon request, to homebound seniors so that these seniors do not forego “basic nutritional needs”.

## **PERFORMANCE MEASURES**

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT:

Serve Two Hundred Fifty (250) unduplicated homebound seniors with daily meals delivery.

## **TIMELINES**

By September 30, 2020, SOS/Meals on Wheels will have accomplished:

One Hundred (100) homebound seniors served with daily meals delivery.

By December 31, 2020, SOS/Meals on Wheels will have accomplished:

One Hundred Fifty (150) homebound seniors served with daily meals delivery.

By March 31, 2021, SOS/Meals on Wheels will have accomplished:

Two Hundred (200) homebound seniors served with daily meals delivery.

By June 30, 2021, SOS/ Meals on Wheels will have accomplished:

Two Hundred Fifty (250) homebound seniors served with daily meals delivery.

### **REPORTS AND MISCELLANEOUS**

2. Agency must submit the City-provided Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.
3. To ensure timely expenditure of HUD funds, Agency must submit monthly reimbursement claims using the City's invoice or comparable form with documentation of claim including copies of time sheets (denoting specific hours for CDBG work performed), payroll stubs, DE3 or employment or Agreement letter for personnel costs, invoices or billings.
4. Housing Services Division staff will conduct CDBG desk monitoring on an ongoing basis based upon the City's CDBG monitoring plan.
5. Human Services staff and members of the Human Services Commission (HSC) and Housing Services Division staff will conduct at least one monitoring site visit per year.

## EXHIBIT B

<b>BUDGET</b>	
<b>Service Opportunity for Seniors (SOS)</b>	
City of San Leandro: <b>CDBG FY 2020-2021</b>	
Personnel Costs:	
Salaries / Wages (cooks & drivers)	\$52,040
Taxes, Fringe and W.C.	\$6,500
Mileage at \$0.65/Mile	\$1,500
<b>TOTAL BUDGETED</b>	<b>\$60,040</b>
<b>TOTAL AMOUNT AWARDED</b>	<b>\$60,040</b>

3522043.1

## EXHIBIT C

### SAMPLE OF ORGANIZATIONS CLIENT SATISFACTION SURVEY (PLEASE INCLUDE BRIEF NARRATIVE OF HOW IT WILL BE SOLICITED)

In Q3 or Q4 of FY 20-21, each SOS Meals on Wheels client will receive a copy of the Alameda County AAA Satisfaction Survey, with their daily meal delivery on a set date. A week later, the surveys will be collected by SOS and the totals will be calculated.

### Alameda County Home Delivered Meals Satisfaction Survey

Thank you for telling us what you think of our meals so we can better serve you.

**Please circle your age category:** 60-65; 66-70; 71-75; 76-80; 81-85; 85-90; 90+

**I have been getting meals for:** \_\_\_\_ < 3 months \_\_\_\_ < 1 year \_\_\_\_ > 1 year \_\_\_\_ > 3 years

**When do you eat your home delivered meal?** \_\_\_\_ As soon as it arrives \_\_\_\_ Save it for later

**Do you finish your meal?** \_\_\_\_ At one setting \_\_\_\_ Save some for later

**Do you have diet restrictions?** \_\_\_\_ No \_\_\_\_ Yes Describe

\_\_\_\_\_

#### Overall, how do you rate your delivery person?

	Excellent	Very Good	Good	Fair	Poor
Attitude and Appearance					
Promptness					

#### Overall, how would you rate your food?

	Excellent	Very Good	Good	Fair	Poor
Appearance					
Taste					
Variety					
Portion Size					

#### How do you rate the following?

	Excellent	Very Good	Good	Fair	Poor
Frozen Meals					
Soup/Salad Meals					
Soup or Sandwich Meals					

**Does receiving meals improve your health?** \_\_\_\_ Yes \_\_\_\_ No

**Does meals on wheels help you to continue living at home?** \_\_\_\_\_ Yes \_\_\_\_\_  
No

**As a result of receiving meals on wheels do you feel better?** \_\_\_\_\_ Yes \_\_\_\_\_ No

**In the last year, have you worried that you would not have enough money for food?**  
\_\_\_\_ Yes \_\_\_\_ No

**In the last year, did you have a problem having food last and you did not have enough money to get more food?** \_\_\_\_ Yes \_\_\_\_ No

**Do you prefer your meals** \_\_\_\_\_ Chilled, for you to microwave? \_\_\_\_\_ or Hot?

**What is your favorite part of the meal?** \_\_\_\_ Soup/Salad \_\_\_\_ Entree \_\_\_\_ Fruit \_\_\_\_ Sweet  
desserts

**Please tell us why you are getting meals? (check all that apply)** \_\_\_\_\_

Illness/disability/fall

\_\_\_\_ Low income \_\_\_\_\_ Cannot cook or shop \_\_\_\_\_ Recent discharge from health facility

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF SAN LEANDRO  
AND  
SPECTRUM COMMUNITY SERVICES**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 1, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and Spectrum Community Services, a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 555899202

**RECITALS**

A. The City has entered into various funding agreements with the United States Department of Housing and Urban Development ("HUD"), which agreements provide funds ("CDBG Funds") to the City under the Federal Housing and Community Development Act of 1974 (42 USC Sections 5301 et seq.), as amended from time to time (the "Act"), and the regulations promulgated thereunder 24 CFR Sections 570 et seq. ("Regulations"). The Federal award date of the CDBG Funds provided subject to this Agreement is \_\_\_\_\_. The Federal Award Number ("FAIN") for the CDBG Funds provided subject to this Agreement is MC-06-0017. The Catalog of Federal Domestic Assistance ("CFDA") for the CDBG Funds provided subject to this Agreement is 14.218.

B. The Act provides that the City may grant or loan the CDBG funds to nonprofit organizations for certain purposes allowed under the Act.

C. The Subrecipient proposes to provide various services to low/moderate income persons as set forth in Exhibit A (Scope of Work).

NOW, THEREFORE, the parties hereto agree as follows:

1.0 **TERM OF AGREEMENT.** Unless earlier terminated in accordance with Section 8.4 of this Agreement, this Agreement shall continue in force and effect until June 30, 2021.

2.0 **SUBRECIPIENT OBLIGATIONS**

2.1 **Use of CDBG Funds.** Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the project pursuant to all of the terms and conditions of this Agreement. The project is more particularly set forth in Exhibit "A" attached hereto and incorporated herein by reference. The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "Budget" attached hereto as Exhibit "B" and incorporated herein by reference. Agreement Officer may approve minor changes to the budget that do not exceed the maximum amount in paragraph 3.1 of this Agreement.

2.2 **Representation and Warranties.** Subrecipient hereby represents and warrants to the City as follows:

a. Subrecipient has read and is familiar with all of the terms and provisions of the Act and the Regulations applicable to Subrecipient.

b. Subrecipient is a nonprofit organization permitted to receive CDBG funds under the Act and the Regulations.



c. The use of the facility, the project, and the expenses to be reimbursed by the CDBG funds, as described in the budget, are permitted uses of CDBG funds under the Act and the Regulations.

**2.3 Compliance with Law.** Subrecipient shall perform the project and operate the facility in accordance with all ordinances, resolutions, statutes, rules, and Regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including, but not limited to the Act and the Regulations. Particularly, Subrecipient shall comply with the requirements and standards of the following:

a. OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations" or OMB Circular No. A-21 "Cost Principles for Educational Institutions," as applicable;

b. All Federal laws and regulations described in 24 CFR Part 84 and Subpart K of 24 CFR Part 570, including all affirmative action requirements set forth therein, but excluding the City's environmental responsibilities under 24 CFR Section 570.604 and the City's responsibility for initiating the review process under 24 CFR Part 52; and

c. If Subrecipient is a religious organization, as defined by the Regulations, all conditions prescribed by HUD for the use of CDBG funds by religious organizations shall pertain.

**2.4 Licenses, Permits, Fees and Assessments.** Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project and the operation of the facility.

**2.5 Personnel and Participant Conditions.**

a. Civil Rights

(1) Compliance. The Subrecipient agrees to comply with City and State civil rights ordinances 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

(2) Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of San Leandro and the United States are beneficiaries of and entitled to enforce such covenants. The

Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

(4) Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 721) that prohibits discrimination against the handicapped in any federally assisted program. The City of San Leandro shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. Affirmative Action

(1) EO 11246. The Subrecipient, if applicable, will comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction Agreements. As specified in Executive Order 11246 and the implementing regulations, contractors, and subcontractors on federal or federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

(2) Women- and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purposes of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

(3) Access to Records. The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the 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.

(4) Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) EEO/AA Statement. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

(6) Subcontract Provisions. The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

c. Employment Restrictions

(1) Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

(2) OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

d. "Section 3" Clause

(1) Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and binding upon the City of San Leandro, the Subrecipient and any sub-Subrecipients. Failure to fulfill these requirements shall subject the City of San Leandro, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

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

The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

(2) Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of Regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

**2.6 Environmental Requirements. Lead Based Paint**. In accordance with 24 CFR Part 570.608, the Subrecipient shall be prohibited from using lead-based paint in residential structures rehabilitated with Community Development Block Grant funds. Lead-based paint is any paint containing more than five-tenths of one percent (5/10 of 1%) lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

**2.7 Further Responsibilities of Parties**. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good

faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the obligations of the other.

### 3.0 DISBURSEMENT OF FUNDS

3.1 **Maximum Amount of CDBG Funds.** The maximum amount of CDBG funds to be provided to Subrecipient is \$43,127 [FORTY THREE THOUSAND ONE HUNDRED TWENTY SEVEN DOLLARS] in the form of a grant. Subrecipient hereby acknowledges that the City cannot guarantee that the CDBG funds will be received from HUD. The City's obligation to fund the work hereunder is limited to the availability of CDBG funds from HUD. If the CDBG funds are not forthcoming from HUD for any reason, the City shall not have any obligation to fund the work through any other source of funds.

3.2 **Maximum Amount of General Funds.** Not applicable.

3.3 **Termination of Fund Obligation.** The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Subrecipient for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Subrecipient shall maintain adequate logs and timesheets in order to verify costs incurred to date.

3.4 **Method of Payment- CDBG Funds.** Unless otherwise specified in Exhibit "A", not more frequently than monthly and at least quarterly, Subrecipient may submit to the Agreement Officer an invoice, in a form acceptable to the City, setting forth the amounts actually expended by Subrecipient for the project; provided that said expenses are included in the budget (Exhibit "B") and performance standards have been met. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the City, including, but not limited to, paid receipts for each expense. To the extent the CDBG funds actually have been received from HUD, the City shall pay Subrecipient for all expenses stated on the invoice that are approved by City pursuant to this Agreement no later than the thirtieth day after the invoice is received.

3.5 **Method of Payment - General Funds, if applicable.** City shall pay Subrecipient an amount not to exceed the total sum noted in Section 3.2 for services to be performed. The City shall make monthly payments for services satisfactorily performed. City shall not pay any additional sum for any expense or cost whatsoever incurred by the Subrecipient in rendering services pursuant to this Agreement.

3.6 **Program Income.** Any program income, as such term is defined in the regulations, received by Subrecipient shall be retained by Subrecipient. The program income received by Subrecipient shall solely be used for the project or for the purpose of operating the facility. All provisions of this Agreement shall apply to activities funded by program income. All program income shall be expended by Subrecipient before the City is obligated to advance any other CDBG funds to Subrecipient under this agreement.

3.7 **Separation of Funds.** The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

3.8 **Indirect Costs.** If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate City of San Leandro share of administrative costs and shall submit such plan to the City of San Leandro for approval. If indirect costs are charged, the indirect cost rate shall be NOT APPLICABLE.

#### 4.0 PERFORMANCE SCHEDULE

4.1 **Schedule of Performance.** Subrecipient shall commence, prosecute and complete the project within the time periods established in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference.

4.2 **Reversion of Assets.** Upon the expiration or sooner termination of this Agreement, Subrecipient shall (i) transfer to the City any and all CDBG funds and program income on hand (ii) any accounts receivable attributable to the use of CDBG funds or program income; and (iii) if any CDBG funds or program income was used by Subrecipient to improve or acquire real property and said CDBG funds or program income was in excess of Twenty-Five Thousand Dollars (\$25,000), Subrecipient shall either (a) use said real property to meet one of the national objectives specified in 24 CFR 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 the City in an amount (together with any amounts previously repaid to the City) 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 other program income used to acquire or improve the property and 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.

#### 5.0 COORDINATION OF WORK

5.1 **Representative of Subrecipient.** The Executive Director is hereby designated as being the representative of Subrecipient authorized to act in its behalf with respect to this Agreement and make all decisions in connection therewith.

5.2 **Contract Officer.** Contract Officer shall be the City's CDBG Manager or such person as may be designated by the City Manager. It shall be the Subrecipient's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Subrecipient shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Subcontracting or Assignment.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Subrecipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Subrecipient or any surety of Subrecipient of any liability hereunder without the express consent of City.

5.4 **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Subrecipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Subrecipient's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Subrecipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Subrecipient in its business or otherwise of a joint venture or a member of any joint enterprise with Subrecipient.

5.5 **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the City of San Leandro, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5.6 **Lobbying.** The Subrecipient hereby certifies that:

a. 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 co-operative agreement;

b. 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 contractor, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

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 1353, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6.0 **INSURANCE REQUIREMENTS**

6.1 **Insurance.** Before beginning any work under this Agreement, Subrecipient, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Subrecipient and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Subrecipient shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Subrecipient shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Subrecipient's bid. Subrecipient shall not allow any subcontractor to commence work on any subcontract until Subrecipient has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED

AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Subrecipient shall maintain all required insurance listed herein for the duration of this Agreement.

6.2 Workers' Compensation. Subrecipient shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subrecipient. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than One Million Dollars (\$1,000,000) per accident. In the alternative, Subrecipient may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Subrecipient, its employees, agendas, and subcontractors.

6.2.2 Submittal Requirements. To comply with Subsection 6.2, Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

6.3 Commercial General and Automobile Liability Insurance.

6.3.1 General Requirements. Subrecipient, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) and automobile liability insurance for the term of this Agreement in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.3.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

6.3.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Subrecipient; or automobiles owned, leased, hired, or borrowed by the Subrecipient.

c. Subrecipient hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

d. For any claims related to this Agreement or the work hereunder, the Subrecipient's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

6.3.4 Submittal Requirements. To comply with Subsection 6.3 Subrecipient shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

6.4 Professional Liability Insurance.

6.4.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim

6.4.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

6.4.3 Additional Requirements. A certified endorsement to include contractual liability shall be included in the policy.

6.4.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

6.5 All Policies Requirements.

6.5.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.



6.5.2 Verification of Coverage. Prior to beginning any work under this Agreement, Subrecipient shall furnish City with complete copies of all certificates of insurance delivered to Subrecipient by the insurer, including complete copies of all endorsements attached to the policies. All copies of certificates of insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Subrecipient beginning work, it shall not waive the Subrecipient's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

6.5.3 Deductibles and Self-Insured Retentions. Subrecipient shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Subrecipient shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.5.4 Wasting Policies. No policy required by this Section 6 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

6.5.5 Endorsement Requirements. Each insurance policy required by Section 6 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

6.5.6 Subcontractors. Subrecipient shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.6 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 6 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

6.7 Remedies. In addition to any other remedies City may have if Subrecipient fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Subrecipient's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Subrecipient to stop work under this Agreement or withhold any payment that becomes due to Subrecipient hereunder, or both stop work and withhold any payment, until Subrecipient demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## 7.0 **ADMINISTRATIVE REQUIREMENTS**

### 7.1 **Financial Management.**

a. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 84 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.

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

## 7.2 Documentation and Record-Keeping

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

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program set forth in 24 CFR 570.208;
- (3) Records required determining the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Financial records as required by 24 CFR Part 570.502, and Part 84; and
- (7) Other records necessary to document compliance with Subpart K of 24 CFR 570.

b. Retention. The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment.

7.3 **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City of San Leandro monitors or their designees for review upon request.

7.4 **Disclosure.** The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City of San Leandro's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

7.5 **Property Records.** The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8).

7.6 **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: (a) benefit low/moderate income persons, (b) aid in the prevention or elimination of slums or blight, (c) meet community development needs having a particular urgency (as defined in 24 CFR Part 570.208).

7.7 **Performance Monitoring.** The City of San Leandro will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City of San Leandro will constitute non-compliance with this agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City of San Leandro, contract suspension or termination procedures will be initiated.

7.8 **Close-Outs.** Subrecipient obligation to the City of San Leandro shall not end until all closeout requirements are completed. Activities during this 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 cash advances, program income balances, and receivable accounts to the City of San Leandro), and determining the custodianship of records.

7.9 **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City of San Leandro, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City of San Leandro or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits.

## 8.0 ENFORCEMENT OF CONTRACT

8.1 **Applicable Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Alameda, State of California, the United States District Court for the Northern District of California, or any other appropriate court in Alameda County, and Subrecipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes.** In the event of any dispute arising under this Agreement, the injured party shall notify the insuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of CDBG funds until Subrecipient is in compliance with this Agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the depute is not cured.

8.3 **Remedies Upon Default by Subrecipient.** In addition to any other rights or remedies available at law or in equity, if Subrecipient fails to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.2:

- a. Temporarily withhold payment of CDBG funds pending correction of the default by Subrecipient;
- b. Refuse to advance all or any part of the CDBG funds for the project and reallocate said funds to another activity;
- c. Wholly or partially suspend or terminate the award and this Agreement; and;

- d. Withhold further awards for the project and/or the facility; and
- e. Require Subrecipient to repay any CDBG funds that the City determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

8.4 **Termination for Convenience.** This Agreement may be terminated for convenience as provided in 24 CFR Section 85.44.

8.5 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the Agreement.

8.8 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 9.0 CITY OFFICERS AND EMPLOYEES

9.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Subrecipient, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Subrecipient or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his/her financial interest or the financial interest of any corporation, partnership or association in which s/he is, directly or indirectly, interested, in violation of any State statute or regulation. The Subrecipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 **Indemnify and Hold Harmless.** Subrecipient agrees to indemnify, defend, and hold harmless City and its officers, agents and employees, from any liabilities, claims, suits or actions, losses or expenses, including attorney fees, caused by, arising out of, or in connection with, either directly or indirectly, Subrecipient's performance under this Agreement. Nothing herein shall be construed to require

Subrecipient to indemnify the City, its officers, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

**10.0 MISCELLANEOUS PROVISIONS**

10.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail

To the City: City of San Leandro  
835 E. 14<sup>th</sup> Street  
San Leandro, California 94577  
Attention: Director, Community Development Dept

To the Subrecipient: Spectrum Community Services  
2621 Barrington Court  
Hayward, CA 94545  
Attention: Executive Director  
EMAIL ADDRESS: LCalvert@spectrumcs.org

at his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement that are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and, (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

CITY OF SAN LEANDRO

Spectrum Community Services

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
Lara Calvert, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Budget:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
Finance Director

Approved as to Form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Pio Roda, City Attorney

**Account No.: 165-43-210-5120**

# **EXHIBIT A**

## **SCOPE OF WORK**

Term of Contract: **July 1, 2020 – June 30, 2021**

Agency: Spectrum Community Services

Address: 2621 Barrington Court  
Hayward, CA 94545

Contact Person: Lara Calvert, Executive Director

Phone: 510 881-0300

Project Name: San Leandro Senior Nutrition Meals Program

## **PROJECT GOALS AND OBJECTIVES**

Spectrum Community Services will serve 210 low-income San Leandro seniors—3,675 hot, nutritious meals per year at San Leandro Senior Center and Fargo Senior Apartments.

## **MAJOR ACTIVITIES**

The Senior Nutrition Meals Program will serve nutritious lunches five (5) days a week, up to 248 days per year, at the San Leandro Senior Community Center. The meals are carefully planned and prepared to be delicious, low salt, and nutritionally balanced to supply 1/3rd of the U.S. Recommended Daily Allowance for older adults.

Due to COVID-19 pandemic and the Shelter-in-Place, we are starting off the year providing these meals as “pick up & go.” As the rules change and seniors are able to congregate and dine together, we will continue to adjust our delivery method to best meet the health and safety needs of San Leandro seniors.

A Spectrum Site Coordinator will work with Senior Nutrition Program staff, San Leandro Senior Center staff, and volunteers to serve the meals. The Senior Nutrition Program staff or volunteers welcome each participant for lunch, get them signed-in, register new participants, and receive voluntary donations. No senior is ever turned away for inability to pay the suggested donation. To protect participants from any embarrassment of not being able to donate, all donations are anonymous, not tracked by person. Spectrum maintains records of donation amounts received at the lunch site, not by participants.

As part of Spectrum’s Senior Nutrition Program, staff make quarterly presentations on healthy living and nutrition and take questions from program participants. This information is provided in writing on the flip side of the lunch menus and will only be provided in writing until we can congregate again.

## **PERFORMANCE MEASURES**

SUBRECIPIENT SHALL, FOR THE TERM OF THE CONTRACT:

Performance will be measured by the number of meals served and the number of San Leandro seniors who participate in the program, with data available on a monthly, quarterly and annual basis. During each year of the two-year grant, Spectrum will serve at least 3,675 nutritious meals to at least 210 San Leandro seniors.

Success for this program is defined not only by meeting or exceeding our goals and objectives, but by the quality of the services provided. Evaluation of Spectrum's meal service is on an on-going activity. Daily review of operations and meals served ensure that management is able to identify and correct any potential production or delivery problems before they become significant.

Meals will be carefully planned and prepared to be delicious, low salt, and nutritionally balanced to supply 1/3rd of the U.S. Recommended Daily Allowance for older adults. Every menu is planned by Spectrum's Registered Dietitian which is in turn reviewed and approved by the Alameda County's Dietician. Spectrum's Senior Meals Program is monitored by the Alameda County Area Agency on Aging (AAA), through program, fiscal and nutrition monitoring providing important feedback to project management as staff continues to strive for excellence. Spectrum consistently earns high marks for maintaining high standards in food nutrition, kitchen practices and program operations. The AAA reports are available for review upon request.

Spectrum will track how the COVID-19 pandemic has impacted the Senior Nutrition Meals Program and will report on this at the end of the fiscal year.

### **TIMELINES**

By September 30, 2020, Spectrum Community Services will have accomplished:

Provide meals to 52 unduplicated individuals at the San Leandro Senior Center (919 hot meals).

By December 31, 2020, Spectrum Community Services will have accomplished:

Provide meals to 52 unduplicated individuals at the San Leandro Senior Center (918 hot meals).

By March 31, 2021, Spectrum Community Services will have accomplished:

Provide meals to 53 unduplicated individuals at the San Leandro Senior Center (919 hot meals).

By June 30, 2021, Spectrum Community Services will have accomplished:

Provide meals to 53 unduplicated individuals at the San Leandro Senior Center (919 hot meals).

### **REPORTS AND MISCELLANEOUS**

2. Agency must submit the City-provided Quarterly Reports within 15 days of the end of the each quarter. The Quarterly Reports shall reflect the number of persons served, and shall also include a narrative section. The reports shall be submitted even if there are no specific numbers to report, and the narrative report should describe why no specific numbers are reported.

3. To ensure timely expenditure of HUD funds, Agency must submit monthly reimbursement claims using the City's invoice or comparable form with documentation of claim including copies of



time sheets (denoting specific hours for CDBG work performed), payroll stubs, DE3 or employment or Agreement letter for personnel costs, invoices or billings.

4. Housing Services Division staff will conduct CDBG desk monitoring on an ongoing basis based upon the City's CDBG monitoring plan.

5. Human Services staff and members of the Human Services Commission (HSC) and Housing Services Division staff will conduct at least one monitoring site visit per year.

## EXHIBIT B

<b>BUDGET</b>	
<b>SPECTRUM COMMUNITY SERVICES</b>	
City of San Leandro: <b>CDBG FY 2020-2021</b>	
Personnel Costs:	
Salaries / Wages	\$30,192
Taxes, Fringe, and W.C.	\$6,435
Equipment: Food Packager for Pickup Meals	\$5,000
Supplies: Packaging Materials	\$1,500
<b>TOTAL BUDGETED</b>	<b>\$43,127</b>
TOTAL AMOUNT AWARDED	\$43,127

3522043.1

# EXHIBIT C

## CLIENT SATISFACTION SURVEY

Below is the 2019-20 Annual Survey that we give paper copies to all meal participants in June of each year and ask them to be returned.

### Alameda County Senior Meals Program

Please complete our 2020 Lunch Meals Satisfaction Survey. Return by June 19, 2020.  
*Thank you!*

To which meal site do you usually go? \_\_\_\_\_

**Please tell us what you enjoy about the lunch/meal program:**

\_\_\_ Tasty food

\_\_\_ Inexpensive meal

\_\_\_ Don't have to prepare a meal at home

\_\_\_ Other, please

describe \_\_\_\_\_

—

**How often are there menu substitutions?** \_\_\_ Often \_\_\_ Sometimes  
\_\_\_ Rarely

**How many days a week do you receive a lunch meal?** \_\_1 \_\_2 \_\_3 \_\_4 \_\_5 \_\_less  
than one

**Do you have diet restrictions?** \_\_\_\_\_ Yes \_\_\_\_\_ No

**Would you like more?** \_\_\_ soup \_\_\_ salads \_\_\_ sweet desserts \_\_\_ fresh  
fruit

deli sandwiches    
  vegetarian meals    
  ethnic meals    
  fresh vegetables

Please list your *most* favorite lunch entrée: \_\_\_\_\_

Please list your *least* favorite lunch entrée: \_\_\_\_\_

**Overall, how would you rate your food:**

	Excellent	Very Good	Good	Fair	Poor
Appearance					
Taste					
Variety					
Portion Size					

**How important is it to you to have healthy meals?**   
  Very    
  Somewhat  
 Not at all

**What is your favorite part of the meal?**   
 Soup/Salad   
 Entree   
 Fruit  
 Sweet desserts

**Do you recommend this program to others?** Yes No

**In the last year, have you worried that you would not have enough money for food?**

Yes No

**In the last year, did you have a problem having food last and you did not have enough money to get more food?** Yes No

**About how much do you usually contribute towards the cost of the meal? Please circle.**

Less than \$1.00      \$1.00-\$1.99      \$2.00-\$2.99      \$3.00-\$3.99      \$4.00 or more

**Overall, how do you rate your program experience** Great Very Good Good Fair Poor