



City of San Leandro

Meeting Date: July 6, 2020

Staff Report

File Number: 20-283

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.J.

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 Between the City of San Leandro and Two (2) CDBG Sub-Recipients for Public Services Grants to Address COVID-19 Impacts in FY2019-2021: 1) Service Opportunities for Seniors, Inc./SOS/Meals On Wheels (Amended FY2019-2020 Agreement Increased Grant Funding by \$15,000 to \$44,000) and 2) Centro Legal de la Raza for \$451,972 (New FY2020-2021 Agreement for \$451,972 in CDBB-CV to Administer a Rental Assistance Program)

SUMMARY AND RECOMMENDATIONS

On June 15, 2020, the City Council approved amendments to the federal U.S. Department of Housing and Urban Development (HUD Annual) FY2019-2020 Annual Action Plan.

Staff recommends that the City Council approve a resolution to enter into two (2) grant agreements with the following public service providers, whose funding amounts and CDBG eligible activities summarized below are included in the amended FY2019-2020 Annual Action Plan.

- Service Opportunities for Seniors (SOS), Inc. /Meals on Wheels (\$44,000) - The CDBG agreement attached to the related City Council resolution (File 20-284) amends the existing FY2019-2020 CDBG Agreement by increasing grant funding by \$15,000 to \$44,000 and extending the grant agreement end date from June 30, 2020 to June 30, 2021 per streamlined U.S. Department of Housing and Urban Development (HUD) requirement to address coronavirus or COVID-19 community impacts.
- Centro Legal de la Raza (Rental Assistance Program) (\$451,972) - The \$451,972 are CDBG stimulus funds (CDBG-CV) allocated to CDBG entitlement communities in FY2019-2020 to address the impacts of COVID-19.

BACKGROUND/ANALYSIS

Both of these CDBG agreements are part of the CDBG public services budget that were approved by the City Council as part of the FY 2019-2020 HUD Annual Action Plan Amendment adopted by the City Council on June 15, 2020. Below are descriptions of the proposed activities by SOS/Meals on Wheels and Centro Legal de la Raza.

- 1) SOS/Meals on Wheels - *Meal Delivery to Homebound Seniors* - \$44,000
 - a. Additional \$15,000 in CDBG funding (from the original \$29,000 awarded at the start of FY2019-2020) to address unanticipated costs due to provision of support services to low income seniors needing hot meal delivery in response to COVID-19 shelter in place orders.
- 2) Centro Legal de la Raza - Rental Assistance Program - \$451,972
 - a. Provide rental assistance to promote housing stability and to prevent homelessness for lower income renters seeking rent relief due to impacts from COVID-19.

Current Agency Policies

Current City Council policy is defined by the FY 2015-2019 Consolidated Plan and the FY 2019-2020 Annual Action Plan both Amended by Resolution No. 2020-055 on June 15, 2020.

Previous Actions

HUD Five Year Consolidated Plan for 2015-2020: This five year plan was adopted by Resolution No. 2015-080 on April 20, 2015 and amended by Resolution No. 2020-055 on June 15, 2020. One of the priorities identified in the Five-year Consolidated Plan document for Community Development Block Grant (CDBG) expenditures is “Community Development Needs - Public Services.” HUD requests that cities identify specific action areas where CDBG funds can be spent. The City proposed to provide operational grant support to non-profit social service providers serving San Leandro residents

HUD FY 2019-2020 Annual Action Plan: The original Annual Action Plan document was adopted on May 6, 2019. In response to the COVID-19 Pandemic and the federal CARES Act legislation signed into law on March 27, 2020, this annual plan was amended by Resolution No. 2020-055 on June 15, 2020 by the City Council to provide stimulus funds to community services organizations in response to impacts affecting specific vulnerable populations - homebound seniors and lower income renters -- caused by the COVID-19 pandemic.

Environmental Review

By July 1, 2020 National Environmental Protection Act (NEPA) environmental reviews of each project will be completed prior to contract execution.

Board/Commission Review and Actions

On April 24, 2019, the Human Services Commission approved staff's recommendations to award SOS/Meals on Wheels for its work providing meals to homebound senior citizens as part of the City's FY2019-2021 Two Year Community Assistance Program (CAP) funding cycle.

Fiscal Impacts

If approved, they will be funded by FY 2019-2020 CDBG monies in the following accounts:

- SOS/Meals on Wheels - Meal Delivery to Homebound Seniors (\$15,000) - 165-43-224-5120. *The \$15,000 reflects a transfer of unused FY2019-2020 CDBG funds originally allocated for the City's Americans with Disabilities Act (ADA) Transition Plan but were approved for transfer to SOS/Meals on Wheels per City Council approval on June 15, 2020 for the Amendment to the FY2019-2020 HUD Annual Action Plan;*
- Centro Legal de la Raza - Rental Assistance program (\$451,972) - 165-43-254-5120.

Budget Authority

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

ATTACHMENTS

Attachments to Resolution

Amended CDBG Grant Agreement for SOS/Meals on Wheels for \$44,000
CDBG Grant Agreement for Centro Legal de la Raza for \$451,972

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



City of San Leandro

Meeting Date: July 6, 2020

Resolution - Council

File Number: 20-284

Agenda Section: CONSENT CALENDAR

Agenda Number:

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 to Approve Community Development Block Grant (CDBG) Agreements Between the City of San Leandro and Two (2) CDBG Sub-Recipients for Public Services Grants to Address COVID-19 Impact in Fiscal Year 2019-2021: 1) Service Opportunities for Seniors, Inc./SOS/Meals On Wheels (Amended FY2019-20 Agreement to Increase Grant Funding by \$15,000 to \$44,000) and 2) Centro Legal de la Raza for \$451,972 (New FY2020-2021 Agreement for \$451,972 in CDBB-CV to Administer a Rental Assistance Program)

WHEREAS, the final Annual Action Plan (referred to hereinafter as “the Plan”) was adopted on June 15, 2020 by Resolution No. 2020-055 reflecting the activities that the City plans to fund and implement during FY 2019-2020, a copy of which is attached hereto; and

WHEREAS, The City received an additional \$451,972 in CDBG-CV Stimulus Funds from the U.S. Department of Housing and Community Development (HUD) in response to the Coronavirus Pandemic (COVID-19) and memorialized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136 that was adopted and authorized on March 27, 2020;

WHEREAS, CDBG public services agreements between the City of San Leandro and Service Opportunities for Seniors, Inc. (SOS/ Meals on Wheels); and Centro Legal de la Raza 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 \$44,000 (reflecting a \$15,000 increase from the existing \$29,000 grant) for SOS/Meals on Wheels; and \$451,972 for Centro Legal de la Raza, as further provided in the associated staff report.

**AMENDMENT NUMBER ONE TO COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
SERVICE OPPORTUNITY FOR SENIORS (SOS)**

This **Amendment Number One** (“Amendment”) is made by and between the City of San Leandro (“City”) and Service Opportunity for Seniors (SOS) (“Subrecipient”) (together sometimes referred to as the “Parties”) as of June 30, 2020, and amends that certain Community Development Block Grant Subrecipient Agreement (“Agreement”) dated July 1, 2019, between the Parties.

WHEREAS, City and Subrecipient have executed the Agreement, pursuant to which Subrecipient provides meal delivery services to homebound San Leandro senior citizens who are unable to shop for food or prepare meals for themselves. Subrecipient employs staff, who have knowledge of the basic nutritional needs of their clients, the organizational infrastructure and capacity to deliver these services, and is familiar with the regulations and requirements of HUD’s CDBG Program; and

WHEREAS, Subrecipient provides meals to eligible clients, including those impacted by COVID-19, who are residents of the City of San Leandro; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement from June 30, 2020 to June 30, 2021; and

WHEREAS, the Parties desire to amend the Agreement to increase the amount of funding provided to Subrecipient to address San Leandro senior citizens impacted by the Alameda County Shelter in Place order that commenced on March 18, 2020 in response to the Coronavirus Pandemic including payment for unanticipated expenses incurred since March 27, 2020.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 1.0, “TERM OF AGREEMENT”, of the Agreement is amended to provide that the Agreement shall continue in force and effect until June 30, 2021 instead of June 30, 2020.
2. Section 3.1, “Maximum Amount of CDBG Funds”, of the Agreement is amended to increase the maximum amount of CDBG funds to be provided to Subrecipient by \$15,000 to a total amount of \$44,000.
3. Exhibit A, “Scope of Work” of the Agreement is hereby amended and replaced the revised Scope of Work attached to this Amendment as Exhibit A and incorporated herein.

4. Exhibit B, "Budget" of the Agreement is hereby amended and replaced with the revised Budget, attached to this Amendment as Exhibit B and incorporated herein.

5. All other terms shall remain in full force and effect.

6. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

The Parties have executed this Amendment as of the date first written above.

CITY OF SAN LEANDRO

Service Opportunity for Seniors (SOS)

Jeff Kay, City Manager

Charlie Deterline, Executive Director

Attest:

Leticia I. Miguel, City Clerk

Approved as to Fiscal Authority:

Finance Director

165-43-224-5120
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

EXHIBIT A

SCOPE OF WORK

Term of Contract: **July 1, 2019 – June 30, 2020 2021**

Agency: Service Opportunity for Seniors (SOS)

Address: 2235 Polvorosa Avenue, Suite 260
San Leandro, CA 94577

Contact Person: ~~Gennie McCabe~~ Charlie Deterline, Executive Director

Phone: 510 582-1263

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:

1. Serve One Hundred Sixty (160) homebound seniors with daily meals delivery.

TIMELINES

By September 30, 2019, SOS/Meals on Wheels will have accomplished:

Forty (40) homebound seniors served with daily meals delivery.

By December 31, 2019, SOS/Meals on Wheels will have accomplished:

Eighty (80) homebound seniors served with daily meals delivery.

By March 31, 2020, SOS/Meals on Wheels will have accomplished:

One Hundred Twenty (120) homebound seniors served with daily meals delivery.

By June 30, 2020, SOS/ Meals on Wheels will have accomplished:

One Hundred Sixty (160) homebound seniors served with daily meals delivery.

REPORTS AND MISCELLANEOUS

1. Agency must submit the City-provided Quarterly Reports within fifteen (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 contract 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 (1) monitoring site visit per year.

EXHIBIT B

BUDGET	
Service Opportunity for Seniors (SOS)	
City of San Leandro: CDBG FY 2019-2020	
Personnel Costs:	
Salaries / Wages (4 drivers)	\$25,000
Taxes, Fringe and W.C.	\$3,250
Mileage at \$0.65/Mile	\$750
COVID-19 Emergency Response	
Temporary Staffing	\$5,000
Additional Salaries & Overtime	\$6,576
215 (5-packs) of Shelf-Stable Emergency Meals	\$3,424
TOTAL BUDGETED	\$44,000
TOTAL AMOUNT AWARDED	\$44,000

**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF SAN LEANDRO
AND
CENTRO LEGAL DE LA RAZA**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT ("Agreement") is made at San Leandro, California, as of July 6, 2020, by and between the CITY OF SAN LEANDRO, a California charter city ("City") and Centro Legal de la Raza, a California non-profit corporation ("Subrecipient"), Data Universal Number System Number (DUNS): 149291853.

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 ensure 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 \$451,972 [FOUR HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED SEVENTY-TWO 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 2% of the total budget amount.

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 on 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 ensure 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 the 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 the 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 cooperative 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 insured 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 the 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 retention 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 Subrecipients 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 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. 14th Street
San Leandro, California 94577
Attention: Director, Community Development Dept

To the Subrecipient: Centro Legal de la Raza
3400 E 12th Street
Oakland, CA 94601
Attention: Theresa Gonzalez, Executive Director
tgonzalez@centrolegal.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

CENTRO LEGAL DE LA RAZA

Jeff Kay, City Manager

Theresa Gonzalez, 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

Eden Account No.:
165-43-254-5120

EXHIBIT A

SCOPE OF WORK

Term of Contract:	July 6, 2020 – June 30, 2021
Agency:	Centro Legal de la Raza
Address:	3400 E 12th Street Oakland, California 94601
Contact Person:	Theresa Gonzalez, Executive Director
Phone:	(510) 437-1554
Project Name:	COVID-19 Emergency Rental Assistance Program Administration

PROJECT GOALS AND OBJECTIVES

The goal of the program is to maintain housing stability of San Leandro residents by collecting and vetting rental assistance applications to evaluate financial need and connecting recipients to supportive services such as case management, financial planning and coaching, and special needs housing resources and providers.

Subrecipient will solicit and evaluate low- and moderate- income households (CDBG definition <80% of the Area Median Income) who face eviction or financial hardship as a result of COVID-19. Given the changing dynamics of COVID-19 and the necessary public health and governmental response, it is expected that the recipient of this contract be flexible with regard to program design and execution

MAJOR ACTIVITIES

Program Process The Rental Assistance Program Administrator will manage the following:

- Finalize the City's Rental Assistance Program Application (or propose, for City approval, an equivalent application);
- As necessary, circulate information on the availability of the Rental Assistance Program;
- Verify contents of the Rental Assistance Program Application;
- Verify Rental Assistance Program grant payment requirements with Landlords;
- Document outcomes of the Rental Differential Negotiation;
- Create a summary document, and provide a summary with contents, of the Rental Assistance Program Application for the City of San Leandro. The City will issue Rental Assistance Program grant payments directly to Landlord; and
- Create template letters for tenant applicants confirming or denying Rental Assistance Program grant payments to Landlords.

PERFORMANCE MEASURES

Programmatic Evaluation In order to determine the effectiveness of the Program, the Subrecipient, in conjunction with the City, will track and evaluate the following:

- Summary of Applicants who were approved and received rental assistance:
 - Client Information;
 - Participant Eligibility -- number and percent of households at each income group (0-30%, 31-50%, and 51-80% AMI) and racial category (CDBG reporting requirement);
 - Reason for financial loss
 - Total rental assistance payment approved including the amount paid and for what month/year
- Summary of Applicants who were denied rental assistance including the following
 - Client Information
 - Reason for Rental Assistance Program denial
- Client Satisfaction Survey of all Rental Assistance Program applicants to determine their satisfaction with participating in the program and working with the Program Provider
- Review of Eviction filings for the 6 months following the end of the Eviction Moratorium and rate of evictions from Rental Assistance Program participants, to the extent allowable by California law.

TIMELINES

Program Implementation | July 6, 2020 - August 31, 2020

Activity (1): Begin community/stakeholder/provider outreach, engagement & marketing activities.

- Responsible: entire program team.
- Measure: outreach materials developed and printed; distribution and mailings started.
- Due: award notification is received and ongoing.

Activity (2): Finalize contract negotiations with City, complete Attachments A, B, and C, submit post-award/pre-program-implementation documentation/forms

- Responsible: Directing Attorney, and Finance Department, approval and forms signed by Executive Director.
- Measure: requisite deliverables (City of San Leandro business license; certificate of insurance; completed IRS W-9; and self-verification form demonstrating compliance with the San Leandro Living Wages Ordinance) are provided to the City, contract and budget are negotiated/confirmed, partner MOU is negotiated and conformed.
- Due: Timing as dictated by City's contracts office, and as outlined in the RFP (contract finalization by July 6, 2020; pre-program implementation documents by 10 days post-award).

Activity (3): Review all other applicable Legal Service and Rental Assistance Program requirements to ensure compliance, complete paperwork, complete certifications I/A, etc.

- Responsible: entire program team.
- Measure: City verifies all requisite program requirements are complete.
- Due: as dictated by City schedule, prior to program implementation date.

Activity (4): Training of new/Staff.

- Responsible: Directing Attorney in collaboration with Human Resources.
- Measure: All proposed staff are in place and have been through orientation, trained in all applicable and relevant skills and strategies.

- Due: by month one.

Activity (5): Complete any City of San Leandro-specific trainings on reports and/or miscellaneous requirements outlined in Attachment B in the Addendum, including:

- (a) creating and submitting quarterly and annualized reports;
- (b) submitting monthly reimbursement claims using the City's invoice or comparable form with documentation, payroll stubs, DE3 or employment or agreement letter for personnel costs, invoices or billings;
- (c) review of the City's Housing Services Division staff process for conducting CDBG desk monitoring; and
- (d) review of the City's Human Services staff process for conducting annualized monitoring visits.

- Responsible: relevant program team staff.
- Measure: completion of required training/reviews
- Due: as dictated by the City.

Program Fill-up (Monitoring, Tracking, Evaluating, Reporting) | Sept. 1, 2020 - June 30, 2021

Activity (1): implementation of program, receiving referrals, outreach, billing for services.

- Responsible: relevant program staff, corresponding departments.
- Measure: Minimum number of clients are being served per month/quarter (based on maximum allocation per family outlined in the Addendum to RFP 58295, Rental Assistance (EFA) guidelines, and application forms.
- Due: (by) Month four and ongoing.

REPORTS AND MISCELLANEOUS

1. Agency must submit the City-provided Quarterly Reports within 15 days of the end of 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	
Centro Legal de la Raza	
City of San Leandro: CDBG FY 2020-2021	
Salaries, Wages, Fringe	
Staff Attorney (40% FTE)	\$27,403.20
Directing Attorney (2% FTE)	\$2,000.00
Housing Advocate (50% FTE)	\$27,146.65
Junior Accountant (6% FTE)	\$3,681.00
Fringe Benefits (25% of base salaries)	\$14,959.21
Subtotal	\$75,190.06
Program Expenses	
Information Technology	\$7,030.00
Indirect Cost Allocation (10% of total salaries, wages, fringe, program expenses)	\$8,173.94
Subtotal	\$14,549.01
Rental Assistance Grants	\$361,578
TOTAL BUDGETED	\$451,972
TOTAL AMOUNT AWARDED	\$451,972

Rental Assistance Program Budget Detail

i. Salaries, Wages, Fringe Benefits:

Staff Attorney at \$68,508. base salary, %40 FTE for this program, for a of total: \$27,403.20.

- Primary responsibilities will include: directly representing low-income tenants in unlawful detainer trials and appeals; directly representing low-income tenants in administrative hearings; supervising and/or providing consultations at drop-in clinics; providing Know Your Rights presentations to community-based organizations; and representing Centro and its clients at community events, stakeholder meetings, City Council hearings, etc.

Directing Attorney, at \$100,000. base salary, %2 FTE for this program, for a total: \$2,000.

- Provide broad-level oversight of both the Legal Services and Rental Assistance Programs.

Housing Advocate, at \$53,997.00 base salary, %50 FTE for this program, for a total of \$27,146.65.

- Primary responsibilities will include providing coordinated entry and intake assessments for participants seeking rental assistance, identifying needs for legal services, and coordinating initial services; helping families access resources for housing related assistance; advocating with managers and owners; assisting families with applications for rental assistance; providing mobile advocacy and community engagement as needed; coordinating connections with other services as needed; and participating in training sessions/agency meetings.

Junior Accountant, at \$61,350. base salary, %6 FTE for this program, for a total: \$3,681.0.

- Track and monitor expenses and prepare City billings and invoices as required.

Fringe Benefits, at 25% of base salaries, for a total of \$14,959.21

Subtotal: \$75,190.06

ii. Program Expenses

Information Technology

- Inclusive of monitoring and maintaining computer hardware, software, systems, networks, printers and scanners necessary to administer the program, for a total of \$7,030.

Indirect Cost Allocation Plan (2% of Total Budget)

- At 10% of total Salaries, Wages, Fringe and Program Expenses, for a total of \$8,173.94.

Subtotal: \$14,549.01

Rental Assistance Grants

- For the purpose of ensuring the preservation of housing stability, Rental Assistance Grant applications will be accepted on a first-come, first-serve basis, with priority given to those who are most in need, with the lowest income levels—as outlined in the Applicant Eligibility and Requirements section of the Addendum to RFP 58295—(up to \$8,940 per household/application for 3 months of past due/partial/full rent), for a total \$361,578.

Subtotal: \$361,578.

TOTAL RENTAL ASSISTANCE PROGRAM EXPENSES: \$450,000.

EXHIBIT C

CLIENT SATISFACTION SURVEY

Centro Legal uses the survey on the following page to assess client satisfaction and effectiveness of our services. When we provide services in person, this survey is handed to clients at the conclusion of services. Clients fill it out anonymously and put it in a box at our reception desk. We are developing an alternative strategy for collecting satisfaction surveys from clients who receive remote services, which is a need that has emerged with the Covid-19 pandemic. This strategy will likely be based on a service that receives feedback from clients via SMS texts.



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ENCUESTA SOBRE SATISFACCION DEL CLIENTE DE SERVICIOS LEGALES
LEGAL SERVICES CLIENT SATISFACTION SURVEY

ESPAÑOL: Centro Legal de la Raza busca proveer la más alta calidad de servicios legales que nuestros recursos permiten. Le solicitamos sus comentarios a través de esta encuesta, cuyos resultados nos ayudarán a seguir mejorando siempre.

ENGLISH: Centro Legal de la Raza seeks to provide the highest level of legal service that our resources permit. We ask for your feedback on this survey, whose results will help us to improve constantly.

La Fecha de Hoy / Today's Date: ____ / ____ / _____

Preguntas. Questions.	Si. Yes.	No. No.
1. ¿Pudo encontrar nuestra oficina sin dificultad? 1. Were you able to locate our office easily?	<input type="checkbox"/>	<input type="checkbox"/>
2. ¿Le(s) atendimos de manera pronta? 2. Did we attend to you promptly?	<input type="checkbox"/>	<input type="checkbox"/>
3. ¿La recepcionista(s) le atendió de manera profesional? 3. Did the receptionist(s) serve you in a professional manner?	<input type="checkbox"/>	<input type="checkbox"/>
4. ¿Se siente confidente con la calidad de su consulta? 4. Are you confident in the quality of the legal consultation?	<input type="checkbox"/>	<input type="checkbox"/>
5. ¿Después de su consulta, conoce mejor sus derechos? 5. Do you better understand your rights after the consultation?	<input type="checkbox"/>	<input type="checkbox"/>
6. ¿Después de su consulta, sabe sus recursos y opciones legales (si hay alguna dado su situación)? 6. After your consultation, do you know your legal options/resources (if your situation has any)?	<input type="checkbox"/>	<input type="checkbox"/>
7. ¿En una escala del 1 al 5 (1 siendo poco y 5 mucho) cuánto estrés sintió con respecto a su situación antes de la consulta ó su visita a Centro Legal? 7. On a scale of 1 to 5 (1 being little and 5 being a lot) how stressed were you regarding your situation prior to the consultation or your visit to Centro Legal?	Marque con un círculo. 1 2 3 4 5 Circle one.	
8. ¿Con 1 siendo poco y 5 mucho, cuánto estrés sintió con respecto a su situación después de la consulta? 8. With 1 being little and 5 being a lot, how stressed were you regarding your situation after the consultation?	Marque con un círculo. 1 2 3 4 5 Circle one.	
Otros comentarios o sugerencias acerca de Centro Legal y/o los servicios recibidos – Additional comments or suggestions regarding Centro Legal and/or services received:		

Gracias por tomar el tiempo para responder a esta encuesta. Thank you for taking the time to complete this evaluation form.