

**CCDBG Standard
Subrecipient Agreement**

CITY OF FRESNO
COMMUNITY DEVELOPMENT BLOCK SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered this [day] day of [Month], 20[year], by and between the City of Fresno, California, a municipal corporation, (RECIPIENT) and [Subrecipient name] (SUBRECIPIENT).

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”, provides funding under its Community Development Block Grant Program, hereinafter “CDBG”, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the “Act”, incorporated herein by its reference; and

WHEREAS, RECIPIENT is a recipient of CDBG funding for fiscal year 2027 for use in funding eligible activities furthering established national objectives to benefit its low- and moderate- income residents as defined in the Act; and

WHEREAS, RECIPIENT in accordance with its 2025-2029 Consolidated Plan and Planning Year 2026-2027 Annual Action Plan, as amended, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. [RESOLUTION NUMBER], the City Manager is authorized to execute CDBG Subrecipient Agreements, on behalf of RECIPIENT, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on [Date], and unless terminated earlier pursuant to the terms of this Agreement, shall continue until [Date]. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to RECIPIENT and consistent with any standards required as a condition of providing these funds. SUBRECIPIENT will also perform the services set forth in Exhibit A entitled “Scope of Work” attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208 and consistent with 2 CFR 200.

RECIPIENT will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by RECIPIENT will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by RECIPIENT, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to RECIPIENT, on the form provided by the RECIPIENT as EXHIBIT F, a completed performance report providing the requested information and data. The performance report shall be submitted within 15 days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by RECIPIENT are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID (UEI#):
- Federal Award Identification Number: (CDBG Grant#)
- Federal Award Date:
- Period of Performance:
- Federal Funds Obligated by this Agreement:
- Total Federal Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal Award:
- Federal Award project description:
- Name of Federal awarding agency: Dept. of Housing Urban Development
- Name of pass-through entity: City of Fresno, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

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

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records demonstrating the specific services provided;
- d) Records required to determine the eligibility of activities;
- e) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- g) Financial records as required by 2 CFR Part 200 as amended by 24 CFR 570.502, and
- h) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of five years from the date of the notice of closeout of the subrecipient agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the five-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the RECIPIENT to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

RECIPIENT shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with RECIPIENT and any federal auditors authorized by RECIPIENT and shall make available all information, documents, and records reasonably requested and shall provide RECIPIENT the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget (Budget) attached hereto as Exhibit B and incorporated herein. No request for reimbursement shall be issued for expenditures that deviate from the approved Budget without prior written approval from the RECIPIENT of the proposed Budget modification. Prior to submitting a request for reimbursement, the SUBRECIPIENT shall submit a written Budget Modification Request to RECIPIENT. The Budget Modification Request must account for all line-item adjustments, not exceed the overall award amount, and include a justification for the requested adjustment. The Budget Modification Request must be reviewed and approved in writing by the RECIPIENT before any reimbursement will be processed. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by RECIPIENT under this Agreement shall not exceed \$[MONETARY AMOUNT] (Grant Award) for eligible expenses incurred during the period of performance. SUBRECIPIENT shall submit to RECIPIENT a request for reimbursement, in a form acceptable to RECIPIENT, on a monthly basis for the term of the Agreement. Said request shall be accompanied with all required supporting documentation, including but not limited to paid receipts, invoices and full tour of duty timesheets, to allow RECIPIENT to

determine compliance with applicable federal regulations, including cost allowability.

RECIPIENT shall pay all approved requests for reimbursement pursuant to this Agreement within the normal course of business, typically within thirty (30) days of receipt of a correctly completed and supported request for reimbursement. If RECIPIENT disallows any cost submitted by SUBRECIPIENT, typically within ten business days RECIPIENT will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to RECIPIENT within thirty days of the earlier of termination of this Agreement or notice by RECIPIENT. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the RECIPIENT.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

RECIPIENT will not be obligated to make any payments under this Agreement if the request for reimbursement is received by the RECIPIENT more than 60 days after the date of termination of this Agreement or the date of expiration of this Agreement, whichever occurs first.

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, or other federal agencies, and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to RECIPIENT, whether earned by or promised to SUBRECIPIENT, and/or should RECIPIENT in any fiscal year hereunder fail to allocate CDBG funds, RECIPIENT shall not provide said funds unless and until they are made available for payment to RECIPIENT by HUD and RECIPIENT receives and allocates said funds. No other funds owned or controlled by RECIPIENT shall be obligated under this Agreement to the Project(s).

5. PROGRESSIVE EXPENDITURE DEADLINES AND REQUEST FOR REIMBURSEMENT DEADLINES

In order to expend the HUD CDBG funding in a timely manner, the SUBRECIPIENT shall submit requests for reimbursement on a monthly basis. SUBRECIPIENT shall submit requests for reimbursement to RECIPIENT by the end of the month for eligible expenses incurred during the preceding month.

SUBRECIPIENT shall expend 25% of the Grant Award by [DATE]; 50% of the Grant Award by [DATE]; 75% of the Grant Award by [DATE]; and 100% of the Grant Award by [DATE]. SUBRECIPIENT shall demonstrate it has met Progressive Expenditure Deadlines of eligible CDBG expenditures within 30 days of the respective Progressive Expenditure Deadlines as follows: requests for reimbursement of an amount not less than 25% of the Grant Award's allowed cost must be made by [DATE]; requests for reimbursement of an amount not less than 50% of the Grant Award's allowed cost must be made by [DATE]; requests for reimbursement of an amount not less than 75% of the Grant Award's allowed cost must be made by [DATE]; and requests for reimbursement of an amount not less than 100% of the Grant Award's allowed cost must be made by [DATE]. Failure to meet the expenditure deadlines outlined in Exhibit G may result in the recapture of an amount equal to the difference between the required expenditure by the applicable deadline and the actual expenditures included in reimbursement requests received by the deadline.

6. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

7. OMB GUIDANCE FOR FEDERAL FINANCIAL ASSISTANCE

SUBRECIPIENT shall adhere to and follow the OMB Guidance for Federal Financial Assistance found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information RECIPIENT designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises, veteran-owned businesses, and labor surplus area firms the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the

Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority, female, and veteran-owned business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

SUBRECIPIENT shall comply with the Whistleblower protections of the U.S. federal regulations at 2 CFR 200.217.

8. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to RECIPIENT a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$1,000,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to RECIPIENT and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

RECIPIENT shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

9. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to RECIPIENT any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

10. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit D. Upon written request, RECIPIENT

may grant an exception to the conflict of interest provisions on a case-by-case basis.

11. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit E.

12. CLOSEOUT AND REVERSION OF ASSETS

RECIPIENT will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT.

Unless provided an extension through written notification by RECIPIENT, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to RECIPIENT any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT'S obligations to RECIPIENT shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to RECIPIENT any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT'S control that was acquired

or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse RECIPIENT the percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

13. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and RECIPIENT mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, RECIPIENT may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, RECIPIENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of RECIPIENT, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

14. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the RECIPIENT within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

15. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning RECIPIENT under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to RECIPIENT.

16. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify RECIPIENT in writing within thirty days of receiving notification from

the funding source and submit a cost allocation plan for approval by RECIPIENT within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit C.

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to RECIPIENT for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by RECIPIENT without prior written approval.

17. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of RECIPIENT for any purpose. RECIPIENT shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, RECIPIENT shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and RECIPIENT. SUBRECIPIENT shall have no authority to bind RECIPIENT absent RECIPIENT's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to RECIPIENT's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to,

or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save RECIPIENT harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in RECIPIENT employment benefits, entitlements, programs and/or funds offered employees of RECIPIENT whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to RECIPIENT or to this Agreement.

18. INDEMNIFICATION

To the furthest extent allowed by law, SUBRECIPIENT shall indemnify, hold harmless and defend RECIPIENT and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by RECIPIENT, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether RECIPIENT or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of RECIPIENT or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend RECIPIENT and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

19. INSURANCE

Throughout the life of this Agreement, SUBRECIPIENT shall pay for and maintain in full force and effect all insurance as required in **Exhibit C** or as may be authorized in writing by RECIPIENT'S Risk Manager or his or her designee at any time and in his or her sole discretion.

If at any time during the life of the Agreement or any extension, SUBRECIPIENT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued

immediately, and all payments due or that become due to SUBRECIPIENT shall be withheld until notice is received by RECIPIENT that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to RECIPIENT. Any failure to maintain the required insurance shall be sufficient cause for RECIPIENT to terminate this Agreement. No action taken by RECIPIENT pursuant to this section shall in any way relieve SUBRECIPIENT of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by RECIPIENT that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify RECIPIENT shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

20. NOTICES

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

Communication and details concerning this Agreement shall be directed to the following contract representatives:

RECIPIENT

City of Fresno
Planning and Development
Department, Community
Development Division
2600 Fresno Street Room 3065
Fresno, CA 93721

SUBRECIPIENT

[Subrecipient Name]
[Attention]
[Subrecipient Address]
[Subrecipient Address]

21. AMENDMENTS

RECIPIENT or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the RECIPIENT’s governing body. Such

amendments shall not invalidate this Agreement, nor relieve or release the RECIPIENT or SUBRECIPIENT from its obligations under this Agreement. Notwithstanding the foregoing, approval of the City Council is not required for (i) insubstantial adjustments in line items within the total approved budget; not affecting the total approved budget amount, approved by the manager of the Community Development Division of the Planning and Development Department of the City (Administrator) or his or her designee; (ii) insubstantial changes in the nature or scope of services specified in this Agreement approved by the Administrator in his/her sole discretion, (iii) changes to the insurance requirements specified in Exhibit C approved by the City's Risk Manager in his/her sole discretion and (iv) an extension to the term of the Agreement, not to exceed six months, in Administrator's sole discretion.

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

22. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the RECIPIENT.

23. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

24. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties

hereto.

27. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

28. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

29. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both RECIPIENT and SUBRECIPIENT.

30. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

31. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse RECIPIENT for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by RECIPIENT as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

32. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.

33. HEADINGS

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

34. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

35. NO THIRD-PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this

Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against RECIPIENT under any circumstances. Except as provided by law, or as otherwise agreed to in writing between RECIPIENT and such person, each such person shall be deemed to have waived in writing all right to seek redress from RECIPIENT under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

36. NO WAIVER

Neither failure nor delay on the part of the RECIPIENT in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the RECIPIENT by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the RECIPIENT's right to take other or further action in any circumstances without notice or demand.

37. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on RECIPIENT, its agents, employees or attorneys in entering into this Agreement.

38. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

39. SEVERABILITY

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

RECIPIENT

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White,
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____ Date
Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

SUBRECIPIENT

[SUBRECIPIENT NAME]
[LEGAL IDENTITY]

By: _____
Name: _____

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Name: _____

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

SUBRECIPIENT:
[Suprecipient Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

Attachments:

- EXHIBIT A: SCOPE OF WORK
- EXHIBIT B: PROPOSED BUDGET
- EXHIBIT C: INSURANCE REQUIREMENTS
- EXHIBIT D: CONFLICT OF INTEREST
- EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- EXHIBIT F: QUARTERLY REPORT
- EXHIBIT G: SPENDING PLAN

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PROPOSED BUDGET

EXHIBIT C
INSURANCE REQUIREMENTS

RISK TO INSERT INSURANCE REQUIREMENTS FOLLOWING RECEIPT OF SCOPE OF WORK

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989

Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.323 Procurement of recovered materials.

(L) See §200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

(M) See §200.322 Domestic preferences for procurements.

EXHIBIT F
QUARTERLY REPORT

**Emergency Solutions Grant
Subrecipient Agreement**

AGREEMENT

Emergency Solutions Grant

THIS AGREEMENT is made and entered into the [day] day of [Month], 20[year], by and between the CITY OF FRESNO, a California municipal corporation (RECIPIENT), and [Subrecipient name] a California 501(c)(3) not-for-profit Corporation (SUBRECIPIENT). RECIPIENT and SUBRECIPIENT are sometimes hereinafter referred to individually as a Party and collectively as Parties.

RECIPIENT has received a grant commitment from the United States Department of Housing and Urban Development (HUD) to administer and implement the Emergency Solutions Grant (ESG) in the City of Fresno (City) in accordance with the provisions of 24 CFR Part 576 et seq. and California law.

The purpose of the ESG grant is to provide assistance to the homeless and those at risk of becoming homeless to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness within the City.

RECIPIENT issued a Notice of Funding Available (NOFA) on December 15, 2025 to solicit for proposals with specific plans to provide eligible ESG services in the areas of outreach, emergency shelter, homeless prevention assistance to households who would otherwise become homeless, assistance to rapidly re-house persons who are homeless and related indirect costs (either a negotiated indirect cost rate or up to a di minimus indirect rate of 15% of modified total direct costs eligible under the ESG award). The contract award is contingent upon the following conditions:

- The SUBRECIPIENT is a member of the Fresno- Madera Continuum of Care.
- The SUBRECIPIENT shall submit a quarterly ESG report to the RECIPIENT utilizing the attached Quarterly Report template. The SUBRECIPIENT shall select clients through the Coordinated Entry System.
- The SUBRECIPIENT must have a signed “Letter of Commitment” for matching funds and a ledger at the time of the execution of the contract and be able to demonstrate that they have access to matching funds for eligible activities prior to contract execution.
- The SUBRECIPIENT shall provide client evaluations to determine eligibility of other applicable programs and permanent housing solutions.

In response to the NOFA, SUBRECIPIENT submitted a Proposal which included a Scope of Work and cost proposal (Budget) as described in **Exhibits A** and **B** respectively and represents it is capable and qualified to meet all the requirements of the NOFA and this Agreement.

Pursuant to City Resolution No. [RESOLUTION NUMBER] the City Manager is authorized to execute ESG Agreements, on behalf of the RECIPIENT, that are within available allocations of ESG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter combined to be kept and performed by the

respective Parties, it is mutually agreed as follows:

ARTICLE 1

DEFINITIONS. Wherever used in this Agreement or any of the contract documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- A. "ACT" – 24 CFR Part 576 et seq. as revised by the Emergency Solutions Grant and Consolidated Plan Conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).
- B. "Administrator" and "Contract Administrator" shall mean the Manager of the Community Development Division of the Planning and Development Department of the City or his or her designee.
- C. "Bid Proposal" and "Proposal" shall mean SUBRECIPIENT's response to the NOFA including but not limited to the Budget, Scope of Work, certifications and all attachments and addenda.
- D. "Budget" shall mean SUBRECIPIENT's Cost Proposal submitted with the NOFA application.
- E. "City Manager" shall mean the City Manager of the City of Fresno.
- F. "Comparable Database" shall mean a required database for providers of services for victims of domestic which is compliant with HUD HMIS Data Standards.
- G. "Contract" or "Contract Documents" shall mean and refer to this Agreement including its exhibits and the NOFA and Bid Proposal with all attachments and addenda thereto.
- H. "ESG" shall mean the Emergency Solutions Grant as set forth in the ACT.
- I. "General Conditions" or "General Requirements" shall mean the General Requirements contained in the NOFA.
- J. "Di Minimus Indirect Rate" shall mean 15% of modified total direct cost (MTDC) and is further described at 2 CFR 200.68 and CFR 200.414(f) including referenced appendices.
- K. "HMIS" means the Homeless Management Information System. HMIS is the information system designated by the local Continuum of Care (CoC) to comply with the requirements of CoC Program interim rule 24 CFR 578. It is a locally-administered data system used to record and analyze client, service, and housing data for individuals and families who are homeless or at risk of homelessness.
- L. "HMIS Data Standards" serve as the foundation for data base software construction, data entry, analysis and reporting.
- M. "HMIS System Administrator" shall mean the individual(s) whose job it is to manage the HMIS implementation at the local level: enrolling programs and managing appropriate use, supporting users through connection to, or direct provision of, user training, and overseeing system setup.

N. "Modified Total Direct Cost" (MTDC) shall mean all ESG eligible direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$50,000 of each subaward or subcontract regardless of the period of performance of the subawards and subcontracts under the award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of the subaward and subcontract in excess of \$50,000. (2 CFR 200.68).

O. "Program" shall mean services provided under the Federal funding source.

P. "Program Component" shall mean the five program components of: Street Outreach, Emergency Shelter, Rapid Rehousing, Homelessness Prevention, and HMIS as more fully described at 24 CFR 576.101 through 576.107. Administration of the program is an activity and not a Program Component.

Q. "Program income" for the specific purpose of this Agreement shall be as defined in the ACT. Unless otherwise provided for in the ACT, program income shall include any and all gross income earned by or accruing to SUBRECIPIENT in its pursuit hereof provided that the term program income does not include rebates, credits, discounts or refunds realized by SUBRECIPIENT in its pursuit hereof.

R. "Project" shall mean the SUBRECIPIENT'S operating name for distinct ESG Program Component.

S. "NOFA" shall mean the 2026-2027 Consolidated Notice of Funding Availability for the City of Fresno Emergency Solutions Grant dated December 15, 2025 including without limitation the general requirements, bidding requirements, all its attachments, appendices and addenda.

T. "Scope of Services or Services" shall mean those services submitted with SUBRECIPIENT'S NOFA application to be offered in fulfillment of the Program and included in **Exhibit A**.

U. "Subaward" shall mean an award of RECIPIENT funds provided by the SUBRECIPIENT to a Third-Party Subrecipient in order to carry out a part of SUBRECIPIENT'S program, program component and/or Project.

V. "Subcontract" shall mean a SUBRECIPIENT'S agreement, with a vendor or subcontractor, which is selected in accordance with the SUBRECIPIENT'S board-approved procurement policy and Federal procurement and contracting requirements at 2 CFR 200.318 through 200.326.

W. "Third-Party Subrecipient" shall mean an entity that receives a Subaward from the SUBRECIPIENT to carry out a part of the program, program component and/or project, but shall not include an individual that is a beneficiary of such program. A Third-Party Subrecipient may also receive other grant awards directly from the RECIPIENT.

1. Contract Administration. This Agreement including all the Contract Documents shall be administered according to the order of precedence set forth herein for RECIPIENT by Administrator who shall be SUBRECIPIENT'S point of contact and to whom SUBRECIPIENT shall report.

2. Scope of Services. SUBRECIPIENT shall provide the Program in

conformance with the Contract Documents and perform to the satisfaction of RECIPIENT those services set forth in **Exhibit A** and services necessarily related or incidental thereto even though not expressly set forth therein.

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of SUBRECIPIENT shall commence on [Date] and shall end [Date], which shall be the term of this Agreement, unless terminated earlier as provided herein.

4. Compensation and Method of Payment. RECIPIENT shall pay SUBRECIPIENT the aggregate sum of not to exceed \$[MONETARY AMOUNT] (Grant Award) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit A** attached hereto and incorporated herein. Compensation is based on actual expenditures, supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and submitted by the SUBRECIPIENT to the RECIPIENT with each request for reimbursement. The SUBRECIPIENT's request for reimbursement shall also be in accordance with the Budget set forth in **Exhibit B**. No reimbursement shall be issued for expenditures that deviate from the approved budget without prior written approval from the RECIPIENT for the proposed budget modification. Prior to submitting a request for reimbursement, the SUBRECIPIENT shall submit a written Budget Modification Request to RECIPIENT. The Budget Modification Request must account for all line-item adjustments, not exceed the Grant Award and include a justification for the requested adjustment. The Budget Modification Request must be reviewed and approved in writing by the RECIPIENT before any reimbursement may be processed. It is understood that all expenses incidental to SUBRECIPIENT's performance of services under this Agreement shall be borne by the SUBRECIPIENT. If SUBRECIPIENT should fail to comply with any provisions of this Agreement, RECIPIENT shall be relieved of its obligation for further compensation. Notwithstanding any payment provisions herein, SUBRECIPIENT's failure to timely and properly submit required records and reports set forth in this Agreement may be cause for RECIPIENT to suspend or delay reimbursement payments to SUBRECIPIENT.

a. Payments shall be made by the RECIPIENT to SUBRECIPIENT in arrears for services provided during the preceding month. Such payment by RECIPIENT shall be made in the normal course of business, typically within 30 days after the date of receipt by RECIPIENT of a correctly completed and supported request for reimbursement in accordance with the provisions of this paragraph and shall be for the actual expenditures incurred by SUBRECIPIENT in accordance with **Exhibit B**. Payments shall be made after receipt and verification of actual expenditures. All requests for reimbursement are to be submitted to RECIPIENT on a monthly basis for the term of the Agreement at the address given for notices on the signature page hereof or at such address the RECIPIENT may from time to time designate by written notice.

b. The Administrator may, in his or her sole discretion, agree in writing to revise the payment schedule in subsection (a), above, upon SUBRECIPIENT's showing that such will facilitate delivery of the services; provided, however, that total payments under this Agreement shall not exceed the Grant Award.

c. Any funds paid by RECIPIENT hereunder which remain unearned at the expiration or earlier termination of the Agreement shall be, and remain in trust, the property of RECIPIENT and shall be remitted to RECIPIENT within 10 days of expiration or earlier termination of this Agreement. Any interest thereon must be credited to or returned to RECIPIENT.

d. RECIPIENT will not be obligated to make any payments under this Agreement if the request for reimbursement is received by the RECIPIENT more than 60 days after the date of termination of this Agreement or the date of expiration of this Agreement, whichever occurs first.

e. SUBRECIPIENT understands and agrees that the availability of ESG Funding hereunder is subject to the control of HUD and should the ESG Funding be encumbered, withdrawn, or otherwise made unavailable to RECIPIENT whether earned or promised to SUBRECIPIENT and/or should RECIPIENT in any fiscal year hereunder fail to appropriate said funds, RECIPIENT shall not provide said funds to SUBRECIPIENT unless and until they are made available for payment to RECIPIENT by HUD and RECIPIENT receives and appropriates said funds. No other funds owned or controlled by RECIPIENT shall be obligated under this Agreement to the project(s). Should sufficient funds not be appropriated, the Services provided may be modified, or this Agreement terminated, at any time by the RECIPIENT as provided in section 10 below.

f. SUBRECIPIENT shall use the funds provided by RECIPIENT solely for the purpose of providing the services required under subsection 2 of this Agreement.

5. Progressive Expenditure and Request for Reimbursement Deadlines. In order to expend the HUD ESG funding in a timely manner, the SUBRECIPIENT shall submit requests for reimbursement on a monthly basis. SUBRECIPIENT shall submit requests for reimbursement to RECIPIENT by the end of the month for eligible expenses incurred during the preceding month. SUBRECIPIENT shall expend 25% of the Grant Award by [DATE]; 50% of the Grant Award by [DATE]; 75% of the Grant Award by [DATE]; and 100% of the Grant Award by [DATE]. SUBRECIPIENT shall demonstrate it has met Progressive Reimbursement Request Deadlines of eligible ESG expenditures within 30 days of the respective Progressive Expenditure Deadlines as follows: requests for reimbursement of an amount not less than 25% of the Grant Award's allowed cost must be made by [DATE]; requests for reimbursement of an amount not less than 50% of the Grant Award's allowed cost must be made by [DATE]; requests for reimbursement of an amount not less than 75% of the Grant Award's allowed cost must be made by [DATE]; and requests for reimbursement of an amount not less than 100% of the Grant Award's allowed cost must be made by [DATE]. Failure to meet the expenditure deadlines as outlined in **Exhibit D** may result in the recapture of an amount equal to the difference between the required expenditure by the applicable deadline and the actual expenditures included in reimbursement requests received by the deadline.

6. Matching Funds Requirements of SUBRECIPIENT. SUBRECIPIENT agrees to match all ESG funding disbursed to it by RECIPIENT on a dollar-for-dollar basis. Donated funds, material, and labor may be used as matching funds. Time contributed by volunteers shall be calculated pursuant to 42 CFR section 576.01 (e)(2)

and any subsequent amendments. SUBRECIPIENT shall determine the value of donated material or building space using a method based on fair market value. Other federal funds may be used as matching funds unless expressly prohibited by law or contract. Unless otherwise provided by applicable law or contract, matching funds shall be applied in furtherance of the Scope of Work hereunder. Matching funds must be applied in furtherance of the services hereunder to qualify.

7. Loss of Third-Party Funding. In the event any funding provided by a party other than RECIPIENT for the Program or services being performed by SUBRECIPIENT is suspended, reduced, or withdrawn, then Administrator may suspend this Agreement immediately upon its receipt of notice thereof, or terminate this Agreement as provided in Section 10 below. SUBRECIPIENT shall notify RECIPIENT in writing within seven days if any of the following events occur:

- a. Suspension, reduction, or withdrawal of SUBRECIPIENT'S funding by other funding source(s).
- b. Addition or resignation of any of SUBRECIPIENT'S Board of Director members.
- c. Resignation or termination of any of SUBRECIPIENT'S staff, including those staff not funded by this Agreement but essential to the delivery of the services listed in **Exhibit A**.
- d. The Administrator may, in his or her sole discretion, stay such suspension of the Agreement for a period not to exceed 30 days to allow SUBRECIPIENT to either (i) submit a new service or funding plan for evaluation by Administrator who may accept or reject in his or her sole discretion, or (ii) complete an orderly phase out of services. If the Administrator accepts such new service or funding plan, then such plan will be subject to the requirements in Section 14 below.

8. Disposition of Program Income. Absent the RECIPIENT's written consent, any program income generated hereunder shall be used to reduce the RECIPIENT's reimbursement obligations hereunder, or in the absence thereof promptly remitted entirely to the RECIPIENT.

9. Events of Default. When in the opinion of RECIPIENT, there is an occurrence of any one or more of the following provisions it will represent an *Event of Default* for purposes of this Agreement.

- a. An illegal or improper use of funds.
- b. A failure to comply with any term, covenant, or condition of this Agreement.
- c. Report(s) are submitted to RECIPIENT which are incorrect or incomplete in any material respect.
- d. A failure to submit required reports by SUBRECIPIENT.
- e. The services required hereunder are incapable of or are improperly being performed by SUBRECIPIENT.
- f. Refusal of SUBRECIPIENT to accept change under Section 20.

- g. SUBRECIPIENT fails to maintain any required insurance.
- h. There is a loss of third-party funding (see Section 7 above).
- i. SUBRECIPIENT files, or has filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, of filing any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, where such petition shall not have been vacated within 14 days; or if adjudicated bankrupt or insolvent, under any present or future statute, law, regulation under state or federal law, and judgment or decree is not vacated or set aside within 14 days.
- j. SUBRECIPIENT's failure, inability, or admission in writing of its inability to pay its debts as they become due or SUBRECIPIENT's assignment for the benefit of creditors.
- k. A receiver, trustee, or liquidator being appointed for SUBRECIPIENT or any substantial part of SUBRECIPIENT's assets or properties, and not removed within ten days.
- l. SUBRECIPIENT's breach of any other material condition, covenant, warranty, promise, or representation contained in this Agreement not otherwise identified within this Section.

10. Termination and Remedies. Upon the occurrence of an Event of Default, RECIPIENT shall give written notice to SUBRECIPIENT of the Event of Default by specifying (1) the nature of the event or deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of RECIPIENT, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than 30 calendar days from the date of the notice, by which such deficiency must be cured, provided, however that if such failure cannot be remedied in such time, SUBRECIPIENT shall have an additional 30 days to remedy such failure so long as SUBRECIPIENT is diligently and in good faith pursuing such remedy.

a. This Agreement shall terminate without any liability of RECIPIENT to SUBRECIPIENT upon the earlier of: (i) the happening of an Event of Default by SUBRECIPIENT and a failure to cure said Event of Default within the time specified in the notice of Event of Default; (ii) seven calendar days prior written notice without cause by RECIPIENT to SUBRECIPIENT; (iii) RECIPIENT'S non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the services provided by SUBRECIPIENT; or (iv) expiration of this Agreement.

b. Immediately upon any termination or expiration of this Agreement, SUBRECIPIENT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to RECIPIENT any and all unearned payments and all properties and materials in the possession of SUBRECIPIENT that are owned by RECIPIENT. Subject to the terms of this Agreement, SUBRECIPIENT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. SUBRECIPIENT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

c. Upon any breach of this Agreement by SUBRECIPIENT, RECIPIENT may

i. exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law;

ii. proceed by appropriate court action to enforce the terms of the Agreement; and/or

iii. recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that RECIPIENT improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

d. In no event shall any payment by RECIPIENT pursuant to this Agreement constitute a waiver by RECIPIENT of any breach of this Agreement or any default which may then exist on the part of SUBRECIPIENT, nor shall such payment impair or prejudice any remedy available to RECIPIENT with respect to the breach or default.

e. RECIPIENT expressly reserves the right to demand of SUBRECIPIENT the repayment to RECIPIENT of any funds disbursed to SUBRECIPIENT under this Agreement which, in the judgment of RECIPIENT, were not expended in accordance with the terms of this Agreement, and SUBRECIPIENT agrees to promptly refund any such funds within 10 days of RECIPIENT'S written demand.

11. Indemnification. To the furthest extent allowed by law, SUBRECIPIENT shall indemnify, hold harmless and defend RECIPIENT and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RECIPIENT, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT'S obligations under the preceding sentence shall apply regardless of whether RECIPIENT or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of RECIPIENT or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each subcontractor to indemnify, hold harmless and defend RECIPIENT and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

12. Insurance.

a. Throughout the life of this Agreement, SUBRECIPIENT shall pay for and maintain in full force and effect all insurance as required in **Exhibit E** or as may be authorized in writing by RECIPIENT'S Risk Manager or his or her designee at any time and in his or her sole discretion.

b. If at any time during the life of the Agreement or any extension, SUBRECIPIENT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SUBRECIPIENT shall be withheld until notice is received by RECIPIENT that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to RECIPIENT. Any failure to maintain the required insurance shall be sufficient cause for RECIPIENT to terminate this Agreement. No action taken by RECIPIENT pursuant to this section shall in any way relieve SUBRECIPIENT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by RECIPIENT that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

c. The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify RECIPIENT shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

13. On-Site Monitoring. Authorized representatives of HUD and/or the RECIPIENT shall have the right to monitor the SUBRECIPIENT's performance under this Agreement. Such monitoring may include inspection activities, review of records, and attendance at meetings. SUBRECIPIENT shall reasonably make its facilities, books, records, reports, and accounts available for RECIPIENT's inspection in pursuit hereof.

This section 13 shall survive termination or expiration of this Agreement.

14. Records, Reports and Inspection.

a. SUBRECIPIENT shall establish and maintain records in accordance with all requirements prescribed by RECIPIENT, HUD, and generally accepted accounting principles, with respect to all matters covered by this Agreement. As applicable, SUBRECIPIENT shall comply with all applicable requirements of CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds \$1,000,000), and to such extent shall submit to the RECIPIENT any applicable auditor's reports and audited financial statements no later than three months after the SUBRECIPIENT's fiscal year end.

SUBRECIPIENT shall be responsible for determining the applicability of the foregoing:

i. On a quarterly basis, SUBRECIPIENT shall submit to RECIPIENT, a report utilizing and completing the form attached as **EXHIBIT C** – ESG Quarterly Report. The report shall be submitted within thirty days of the close of each quarter of the fiscal year for the duration of the Agreement. SUBRECIPIENT shall ensure the ESG grant funds provided by RECIPIENT are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME:
- SUBRECIPIENT ID (UEI #):
- Federal Award Identification Number:
- Federal Award Date:
- Period of Performance:
- Federal Funds Obligated by this Agreement:
- Total Federal Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal Award:
- Federal Award project description:
- Name of Federal awarding agency: Dept. of Housing Urban Development
- Name of pass-through entity: City of Fresno, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.231
- CFDA Name: Emergency Solutions Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award:

ii. Annually, SUBRECIPIENT shall submit a report on clients served and activities assisted with ESG funds by uploading HMIS data within 10 days of receipt of the HUD Sage hyperlink into the Sage HMIS Reporting Repository.

iii. SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 576.500.

iv. SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of five years from the date of the notice of closeout of the subrecipient agreement. The records retention period may be extended whenever:

a) any litigation, claim, or audit is started before the expiration of the five-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

b) the SUBRECIPIENT is notified in writing by the RECIPIENT to extend the retention period.

v. SUBRECIPIENT is to prepare written financial statements,

and completed ESG Quarterly Report, each in the form attached hereto as **Exhibit C** incorporated herein, each covering matters pertaining to the Scope of Services contained in **Exhibit A**, to be submitted to RECIPIENT no later than the 30th of the month following the end of each quarter hereunder for the duration hereof, absent RECIPIENT's prior written consent in cases of unusual circumstances as determined in the sole discretion of the RECIPIENT.

b. During the life of this Agreement and for a period of five years from the date of the notice of closeout of the subrecipient agreement, SUBRECIPIENT shall, at any time during normal business hours and as often as RECIPIENT and/or HUD or the authorized representative of either RECIPIENT or HUD may deem necessary, make available to them or any one of them, within the City of Fresno, such statements, records, reports, data and information as they may request pertaining to matters covered by this Agreement and permit them or any one of them to audit and inspect all records, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. SUBRECIPIENT shall also permit and cooperate with on-site monitoring and personal interviews of participants, SUBRECIPIENT'S staff, and employees by Administrator and other RECIPIENT and/or HUD representatives.

c. The SUBRECIPIENT is required to participate in the Fresno Madera Continuum of Care (FMCoC). Participation is defined as attendance of the Member or the Alternate Member at a minimum of 75% of all FMCoC Director's meetings. SUBRECIPIENT's attendance shall be confirmed through the Board-approved minutes of the FMCoC Board of Directors' meeting. SUBRECIPIENT shall attach the most currently available monthly minutes of the FMCoC are to be attached to the ESG Quarterly Report.

d. The SUBRECIPIENT is required to collect and report client-level data in accordance with HUD Office of Special Needs Assistance Programs (SNAPS) HMIS Data Standards, to the local HMIS operated by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the FMCoC or comparable databases are required for use by providers of services for victims of domestic violence, as described in the Violence Against Women Act (VAWA). Reporting into the HMIS database or allowed comparable database is a requirement of ESG funding. SUBRECIPIENT reporting must be consistent in format and data element structure with the Fresno Housing Authority HMIS Program Policies and Procedures Manual and the HUD HMIS Data Standards and Data Dictionary current at the execution of this Agreement. The comparable database will be maintained by the SUBRECIPIENT and used to collect data and report on outputs and outcomes as required by HUD.

e. If SUBRECIPIENT is a legal services or domestic violence victim services SUBRECIPIENT, requiring client-level information to remain confidential, they will be required to establish a comparable client-level database internal to its organization (e.g. no identifying data shared with the HMIS or the RECIPIENT and will provide only aggregate data to the RECIPIENT as required). SUBRECIPIENT will work with the HMIS System Administrator to determine that the alternative database meets the standards for comparable client-level databases, including compliance with the HMIS Data Standards which are acceptable to HUD and the RECIPIENT.

f. All data elements specified above in 14(e) must be recorded for each ESG project in HMIS and the fields needed to correctly generate the performance reports are required to be collected in the comparable database.

g. The SUBRECIPIENT is required to provide housing unit and client data to the City of Fresno, or designee, to include in the Point in Time survey as administered by the Fresno-Madera Continuum of Care and as required by the HEARTH Act of 2009.

This Section 14 shall survive expiration or termination of this Agreement.

15. Subawards. The SUBRECIPIENT shall not enter into an Agreement making a Subaward to a Third-Party Subrecipient for any work contemplated under the Agreement without first obtaining the RECIPIENT's written approval of the Subaward Agreement.

a. An executed copy of every such subcontract approved by the Administrator shall be provided to RECIPIENT prior to implementation for retention in RECIPIENT's files.

b. SUBRECIPIENT is responsible to RECIPIENT for the proper performance of any subcontract. No such subcontract shall relieve SUBRECIPIENT of its obligations under this Agreement.

c. Any subcontract shall be subject to all the terms and conditions of this Agreement.

d. No officer or director of SUBRECIPIENT shall have any direct or indirect financial interest in any subcontract made by SUBRECIPIENT or in any loan, purchase of property, or any other arrangement made by SUBRECIPIENT, by whatever name known.

16. Conflict of Interest and Non-Solicitation.

a. Prior to RECIPIENT'S execution of this Agreement, SUBRECIPIENT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit F**. During the term of this Agreement, SUBRECIPIENT shall have the obligation and duty to immediately notify RECIPIENT in writing of any change to the information provided by SUBRECIPIENT in such statement.

b. SUBRECIPIENT shall comply, and require its subcontractors to comply, with all applicable federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et seq., the California Political Reform Act (California Government Code Section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et seq.). At any time, upon written request of RECIPIENT, SUBRECIPIENT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, SUBRECIPIENT and the respective subcontractor(s) are in full compliance with all laws and regulations. SUBRECIPIENT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, SUBRECIPIENT shall

immediately notify RECIPIENT of these facts in writing.

c. In performing the work or services to be provided hereunder, SUBRECIPIENT shall not employ or retain the services of any person while such person either is employed by RECIPIENT or is a member of any RECIPIENT council, commission, board, committee, or similar RECIPIENT body or within one year of their termination therefrom. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

d. SUBRECIPIENT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

ARTICLE 2 FEDERAL REQUIREMENTS

17. SUBRECIPIENT shall adhere to and follow the OMB Guidance for Federal Financial Assistance found in the U.S. federal regulations at 2 CFR Part 200.

a. SUBRECIPIENT shall establish and maintain effective internal control over ESG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

b. SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

c. SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information RECIPIENT designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

d. SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises, veteran-owned businesses, and labor surplus area firms the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority, female, and veteran-owned business enterprises in lieu of an independent investigation.

e. SUBRECIPIENT is prohibited from using ESG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

f. SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other

applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

g. SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

h. SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

i. SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- Name of the pass-through entity, if any.

j. SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation

k. SUBRECIPIENT shall comply with the Whistleblower protections of the U.S. federal regulations at 2 CFR 200.217.

l. SUBRECIPIENT warrants, covenants, and agrees, for itself and its contractors and subcontractors of all tiers, that it shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act of 42 U.S.C. 4821 et seq., 24 CFR Part 35 and 24 CFR 982.401(j). In this regard SUBRECIPIENT shall be responsible for all inspection, testing and abatement activities.

m. The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR Part 35. In addition, the following requirements relating to inspection and abatement of defective lead-based paint surfaces must be satisfied: (1) Treatment of defective paint surfaces must be performed before final inspection and approval of the

renovation, rehabilitation or conversion activity under this part; and (2) Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

n. The SUBRECIPIENT agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and HUD implementing regulation 24 CFR Part 8.

o. SUBRECIPIENT agrees to comply with the federal requirements set forth in 24 CFR Part 5, except as explicitly modified below, and use of emergency shelter grant amounts must comply with Nondiscrimination and equal opportunity requirements. The nondiscrimination and equal opportunity requirements at 24 CFR Part 5 are modified as follows:

i. Rehabilitation Act requirements. HUD's regulations at 24 CFR Part 8 implement section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended. For purposes of the emergency shelter grants program, the term *dwelling units* in 24 CFR Part 8 shall include sleeping accommodations.

ii. SUBRECIPIENT shall make known that use of the facilities and Services are available to all on a nondiscriminatory basis. If the procedures that the SUBRECIPIENT intends to use to make known the availability of the facilities and Services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and Services, the SUBRECIPIENT must establish additional procedures that will ensure that such persons are made aware of the facilities and Services. The SUBRECIPIENT must also adopt procedures which will make available to interested persons information concerning the location of Services and facilities that are accessible to persons with disabilities.

iii. The SUBRECIPIENT shall be responsible for complying with the policies, guidelines, and requirements of 24 CFR Part 85 (codified pursuant to OMB Circular No. A-102) and OMB Circular No. A-87, as they relate to the acceptance and use of ESG funding by RECIPIENT, and Nos. A-110 and A-122 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

p. The SUBRECIPIENT will be responsible for all aspects of the project contract award and management including the advertising for bids and shall award the contract to the lowest responsible bidder. The SUBRECIPIENT shall verify with the Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder has not been debarred or suspended from participating in federal projects.

q. SUBRECIPIENT warrants, covenants, and agrees that it shall perform the Services in a manner that does not engage in inherently religious activities and that does not engage in any prohibited activities described in 24 CFR 576.23. Without limitation, SUBRECIPIENT shall not unlawfully discriminate on the basis of religion and shall not provide religious instruction or counseling, conduct religious services or worship, engage in religious proselytizing, or exert other religious influence in pursuit hereof. Subject to the foregoing, SUBRECIPIENT does not intend to utilize

ESG funding to construct, rehabilitate, or convert facilities owned primarily by religious organizations or to assist primarily religious organizations in acquiring or leasing facilities to the extent prohibited in 24 CFR 576.23.

r. SUBRECIPIENT shall perform the Services in compliance with, and not to cause or permit the Services to be in violation of, any existing or future environmental law, rule, regulation, ordinance, or statute. SUBRECIPIENT agrees that, if RECIPIENT has reasonable grounds to suspect any such violation, SUBRECIPIENT shall be entitled to thirty (30) days' notice and opportunity to cure such violation. If the suspected violation is not cured, RECIPIENT shall have the right to retain an independent consultant to inspect and test the subject facilities for such violation. If a violation is discovered, SUBRECIPIENT shall pay for the cost of the independent consultant.

s. The 2 CFR 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards referenced in this Agreement are available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

18. Relocation.

a. SUBRECIPIENT shall assure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of this project and the Services rendered in pursuit thereof.

b. A displaced person must be provided relocation assistance at the levels described in, and in accordance with, 49 CFR Part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

19. Further Assurances.

a. This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of SUBRECIPIENT enforceable against SUBRECIPIENT in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

b. SUBRECIPIENT represents and warrants as of the date hereof that SUBRECIPIENT has obtained and, to the best of SUBRECIPIENT's knowledge, is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by SUBRECIPIENT for the Services as of the date hereof.

c. In the performance of this Agreement, SUBRECIPIENT shall promptly and faithfully comply with, conform to, and obey the ACT and all amendments thereto, and shall maintain all facilities hereunder in compliance with building, health, and safety codes.

d. SUBRECIPIENT shall be solely responsible and liable for any

recapture or repayment obligation imposed by HUD due to any act or omission of SUBRECIPIENT in pursuit hereof.

e. SUBRECIPIENT acknowledges that SUBRECIPIENT, not the RECIPIENT, is responsible for determining applicability of and compliance with the ACT and all other applicable local, state, and federal laws including, but not limited to, any applicable provisions of the California Labor Code, Public Contract Code, and Government Code. The RECIPIENT makes no express or implied representation as to the applicability or inapplicability of any such laws to this Agreement or to the Parties' respective rights or obligations hereunder including, but not limited to, competitive bidding, prevailing wage subcontractor listing, or similar or different matters. SUBRECIPIENT further acknowledges that the RECIPIENT shall not be liable or responsible at law or in equity for any failure by SUBRECIPIENT to comply with any such laws, regardless of whether the RECIPIENT knew or should have known of the need for such compliance, or whether the RECIPIENT failed to notify SUBRECIPIENT of the need for such compliance.

f. SUBRECIPIENT agrees to comply with the RECIPIENT's Fair Employment Practices and shall not employ discriminatory practices in the provision of the Services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a veteran with disabilities or veteran of the Vietnam era, medical condition, or physical or mental disability.

ARTICLE 3 GENERAL PROVISIONS

20. Amendment. This Agreement shall not be modified except by written amendment approved by the City Council and signed by the parties. Where it is determined by the Administrator that there is a need to make any change in the Program, services to be performed, fiscal procedures and system, or the terms and conditions of this Agreement (including, without limitation, any changes necessary to comply with changes in federal, state, or local laws or regulations), refusal by SUBRECIPIENT to accept the change is grounds for termination of this Agreement. Notwithstanding the foregoing, approval of the City Council is not required for (i) insubstantial adjustments in line items within the total approved budget, not affecting the total approved budget amount, approved by the Administrator in his/her sole discretion; (ii) insubstantial changes in the nature or scope of services specified in this Agreement approved by the Administrator in his/her sole discretion; (iii) changes to the insurance requirements specified in **Exhibit E** approved by RECIPIENT's Risk Manager in his or her sole discretion, and (iv) an extension to the term of the Agreement, not to exceed six months, in Administrator's sole discretion.

21. Public Information. SUBRECIPIENT shall disclose all of its funding sources to RECIPIENT which, thereafter, will be public information.

22. Copyrights/Patents.

a. If this Agreement results in a book or other copyrightable material, the author may seek any available copyright protection for the work unless a work for hire. RECIPIENT reserves a royalty-free, nonexclusive, irrevocable and assignable

license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

b. Any discovery or invention arising out of or developed in the course of work aided by this Agreement, shall promptly and fully be reported to RECIPIENT for determination by RECIPIENT as to whether patent protection on such invention or discovery, including rights thereto under any patent issued thereon (reserved henceforth onto RECIPIENT), shall be imposed and administered, in order to protect the public interest.

23. Political Activity Prohibited. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any ballot measure or candidate for public office.

24. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before any legislative body.

25. Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

26. Nondiscrimination. To the extent required by controlling federal, state, and local law, SUBRECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, SUBRECIPIENT agrees as follows:

a. SUBRECIPIENT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b. SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. SUBRECIPIENT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Such requirement shall apply to SUBRECIPIENT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion, or

transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

c. SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

d. 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 advising such labor union or workers' representatives of SUBRECIPIENT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

27. Independent Contractor.

a. In the furnishing of the services provided for herein, SUBRECIPIENT is acting as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of RECIPIENT for any purpose. RECIPIENT shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, RECIPIENT shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

b. This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and RECIPIENT. SUBRECIPIENT shall have no authority to bind RECIPIENT absent RECIPIENT'S express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

c. Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to RECIPIENT employees. SUBRECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, SUBRECIPIENT shall be solely responsible and save RECIPIENT harmless from all matters relating to payment of SUBRECIPIENT'S employees, including, without limitation, compliance with Social Security withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to RECIPIENT or to this Agreement.

28. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation

of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

29. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all Parties, and each Parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

30. Assignment.

a. This Agreement is personal to SUBRECIPIENT and there shall be no assignment by SUBRECIPIENT of its rights or obligations under this Agreement without the prior written approval of the Administrator. Any attempted assignment by SUBRECIPIENT, its successors or assigns, shall be null and void unless approved in writing by the Administrator.

b. SUBRECIPIENT hereby agrees not to assign the payment of any monies due SUBRECIPIENT from RECIPIENT under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). RECIPIENT retains the right to pay any and all monies due SUBRECIPIENT directly to SUBRECIPIENT.

31. Compliance with Law. In providing the services required under this Agreement, SUBRECIPIENT shall at all times comply with all applicable laws of the United States, the State of California, and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the life of this Agreement.

32. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

33. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

34. Headings. The Section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

35. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

36. Interpretation. The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.

37. Attorney's Fees. If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other Party its reasonable attorney's fees and legal expenses.

38. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

39. Precedence of Documents. The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Permits from other agencies as may be required by law; (3) Supplemental Agreements or this Agreement the one dated later having precedence over another dated earlier; (4) ESG Policies and Procedures (5) General Conditions.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Agreement, are null and void.

40. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

41. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

[SIGNATURE APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

RECIPIENT:
CITY OF FRESNO,
A California municipal corporation

SUBRECIPIENT:
[SUBRECIPIENT NAME]
[LEGAL IDENTITY]

By: _____
Georganne A. White,
City Manager

By: _____

Name: _____

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____

By: _____
Date
Deputy City Attorney

Name: _____

Title: _____
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy

REVIEWED BY: _____

Addresses:
RECIPIENT:
City of Fresno
Attention: Karen Jenks
Housing & Neighborhood Revitalization
Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: 559-621-8507

SUBRECIPIENT:
[Suprecipient Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

Attachments:

- 1. Exhibit A – Scope of Services
- 2. Exhibit B – Budget Summary
- 3. Exhibit C – ESG Quarterly Report
- 4. Exhibit D – Spending Plan
- 5. Exhibit E – Insurance Requirements
- 6. Exhibit F – Conflict of Interest Disclosure Form

EXHIBIT A

SCOPE OF SERVICES

Agreement “Between” City of Fresno and

[Suprecipient Name]

Emergency Solutions Grant

[Project Title]

EXHIBIT B
BUDGET SUMMARY
Agreement “Between” City of Fresno and
[Suprecipient Name]
Emergency Solutions Grant
[Project Title]

EXHIBIT C

ESG QUARTERLY REPORT

[Suprecipient Name]

[Project Title]

Instructions:	
All blue background cells are to be locked on the base report template	All gray background cells are to be locked on the base report template
All green cells are to be locked after being filled in by P&D-HCD Staff	
All yellow background cells are to be left unlocked so that SUBRECIPIENT can make entries	

Project Sponsor:	Activity(s):	RR
Date of Contract Execution (mm/dd/yyyy)	Accomplishment Year (HUD Program Year)	2024
01/00/00	01/00/00	
Period of Performance Start Date (mm/dd/yyyy)	Period of Performance End Date (mm/dd/yyyy)	01/00/00
01/00/00	01/00/00	
Accomplishment Narrative: (Maximum 500 characters)		
Number of Persons Engaged		
Number of Persons Contacted Once		0
Number of Persons 2- 5 Contacts		0
Number of Persons 6-9 Contacts		0
Number of Persons 10 + Contacts		0
Total Persons Engaged		0
Number of Persons Served		
Total Number of Persons Served		0
Number of Adults (Age 18 or Over)		0
Number of Children (Under Age 18)		0
Number of Persons with Unknown Age		0

Total Persons Served			0
Persons Fleeing Domestic Violence Upon Entry			
Yes, Fleeing Domestic Violence			0
Not Fleeing Domestic Violence			0
Number of Veterans Served	Without Children	With Children and Adults	Total
Chronically Homeless Veteran	0	0	0
Non-Chronically Homeless Veteran	0	0	0
Total Veterans Served			0
Number of Stayovers from Prior Reporting Period			
Number of Stayovers from Prior Report Period			0
Number of Leavers			
Number of Leavers			0
Number of Adult Leavers			0
Number of Adult and Head of Household Leavers			0
Total Number of Leavers			0
Number of Stayers at End of Reporting Period			
Number of Stayers			0
Number of Adult Stayers			0
Total Number of Stayers			0
Length of Participation	Leavers		Stayers
0 to 7 days	0	0	0
8 to 14 days	0	0	0
15 to 21 days	0	0	0
22 to 30 days	0	0	0
31 to 60 days	0	0	0
61 to 90 days	0	0	0
91 to 180 days	0	0	0
181 to 365 days	0	0	0
366 to 730 days (1-2 Yrs)	0	0	0
731 to 1,095 days (2-3 Yrs)	0	0	0
1,096 to 1,460 days (3-4 Yrs)	0	0	0
1,461 to 1,825 days (4-5 Yrs)	0	0	0
More than 1,825 days (> 5 Yrs)	0	0	0
Data Not Collected	0	0	0
Total	0	0	0
Other Characteristics of Persons Served			
Number of Chronically Homeless Persons			0
Number of Youth Under Age 25			0
Number of Parenting Youth Under Age 25 with Children			0
Number of Adult Heads of Household			0
Number of Child and Unknown-Age Heads of Household			0
Expenditures			

Total ESG Expended (PYTD)	\$ -		
Street Outreach Expenditures	\$ -	Rapid Rehousing Expend.	\$ -
Emergency Shelter Expend.	\$ -	Homeless Prevention Expend.	\$ -
Report Prepared by:	0	Date Prepared	
For City Used Only:	IDIS Activity ID #:	Reviewed by:	Date of review:

EXHIBIT D
SPENDING PLAN
 [Suprecipient Name]
 [Project Title]

Grant	Use	Award		Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 25% Deadline
ESG	Program			MM/DD/YY	MM/DD/YY	MM/DD/YY	-
	TOTAL	\$ -		\$ -	\$ -	\$ -	\$ -
			Cumulative Expenditure	\$ -	\$ -	\$ -	-
			Cumulative % Expended	0.0%	0.0%	0.0%	0.0%
25 % of Grant							
				Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 50% Deadline
				MM/DD/YY	MM/DD/YY	MM/DD/YY	-
				\$ -	\$ -	\$ -	\$ -
			Cumulative Expenditure	\$ -	\$ -	\$ -	-
			Cumulative % Expended	0.0%	0.0%	0.0%	0.0%
50 % of Grant							
				Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 75% Deadline
				MM/DD/YY	MM/DD/YY	MM/DD/YY	-
				\$ -	\$ -	\$ -	\$ -
			Cumulative Expenditure	\$ -	\$ -	\$ -	-
			Cumulative % Expended	0.0%	0.0%	0.0%	0.0%
75 % of Grant							
				Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 100% Deadline
				MM/DD/YY	MM/DD/YY	MM/DD/YY	-
				\$ -	\$ -	\$ -	\$ -
			Cumulative Expenditure	\$ -	\$ -	\$ -	-
			Cumulative % Expended	0.0%	0.0%	0.0%	0.0%
100 % of Grant							

**EXHIBIT E
INSURANCE REQUIREMENTS**

**RISK TO INSERT INSURANCE REQUIREMENTS FOLLOWING RECEIPT OF SCOPE OF
WORK**

EXHIBIT F
DISCLOSURE OF CONFLICT OF INTEREST
 [Suprecipient Name]
Emergency Solutions Grant
 [Project Title]



Housing and Community Development Division
 Planning and Development Department

No Conflict of Interest Certification – HUD CDBG, HOME, ESG and HOPWA Programs

Conflict of Interest Regulations may be found at: 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1)

 Name of Subrecipient or Applicant

Subrecipient or Applicant acknowledges and understands that, under HUD conflict of interest rules under 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1)), an employee, agent, consultant, officer, or elected or appointed official of the subrecipient, applicant or City of Fresno who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG, HOME, ESG or HOPWA funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities (each "Covered Person"), may not obtain a financial interest or benefit from a CDBG, HOME, ESG or HOPWA-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(SELECT ONLY THE CERTIFICATION THAT APPLIES TO THIS AGREEMENT OR AGREEMENT OR APPLICATION. DO NOT SIGN BOTH.)

Subrecipient or Applicant hereby certifies that no "covered person" in its agency or corporation is currently a Covered Person and has not been a Covered Person for a period of at least one (1) calendar year prior to the date of this agreement or application.

Name	Signature	Date
------	-----------	------

OR

Subrecipient or Applicant hereby certifies that subrecipient/applicant organization includes a Covered Person as defined above, or because subrecipient/applicant has a family or business relationship with a Covered Person.

Name	Signature	Date
------	-----------	------

Please provide a separate certification for each "covered person" and select the type of covered person.
 Employee Agent Consultant Officer Elected Official Appointed Official

The Covered Person is:
 Subrecipient/Applicant "covered person"
 Family member-name: _____ (please print clearly)
 Business associate-name: _____ (please print clearly)

A Covered Person does not automatically disqualify an entity from participating in a HUD assisted program. If a covered person is identified, the Senior Management Analyst or Project Manager will assist you with the additional steps that must be taken before the organization's agreement or application can be funded.

A person may become a "covered person" at any time during the implementation process and this will include beneficiaries receiving assistance provided through this agreement or application who are or have a relationship with a covered person of the applicant or of City of Fresno. A new certification is required each time a covered person is identified.

**Housing Opportunities for
Persons with AIDS/HIV
Subrecipient Agreement**

**AGREEMENT BETWEEN [SUBRECIPIENT NAME]
AND THE CITY OF FRESNO TO PROVIDE HOUSING OPPORTUNITIES
FOR PERSONS WITH AIDS GRANT SERVICES TO THE HOMELESS
AND THOSE AT RISK OF BECOMING HOMELESS**

THIS AGREEMENT is made and entered into the [day] day of [Month], 20[year], by and between the CITY OF FRESNO, a California municipal corporation (RECIPIENT), as a Recipient of the Housing Opportunities for Persons with AIDS (HOPWA) Grant and [Subrecipient name] a California 501(c)(3) not-for-profit Corporation (SUBRECIPIENT). RECIPIENT and SUBRECIPIENT are sometimes hereinafter referred to individually as a Party and collectively as Parties.

RECIPIENT has received a grant commitment from the United States Department of Housing and Urban Development (HUD) to administer and implement the HOPWA program in the City of Fresno (City) in accordance with the provisions of 24 CFR Part 574 et seq. and California law.

The purpose of the HOPWA grant is to provide assistance for persons with HIV/AIDS who are homeless and those at risk of becoming homeless to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness within the City.

RECIPIENT issued a Notice of Funding Availability (NOFA) on December 15, 2025, to solicit proposals with specific plans to provide eligible HOPWA services in the areas of outreach, emergency shelter, homeless prevention assistance to households who would otherwise become homeless, assistance to rapidly re-house persons who are homeless, and related grant administration (up to 7.0% of award). The contract award is contingent upon the SUBRECIPIENT meeting the requirements of 24 CFR Part 574 and other conditions herein.

In response to the NOFA, SUBRECIPIENT submitted an application (NOFA Application) which included a Scope of Work and cost proposal (Budget) as described in **Exhibits A and B** respectively and represents it is capable and qualified to meet all the requirements of the NOFA and this Agreement.

RECIPIENT, in accordance with its 2025-2029 Consolidated Plan and Program Year (PY) 2026-2027 Annual Action Plan, desires to provide HOPWA funds to SUBRECIPIENT for activities and services, as more fully described in Exhibit A, Scope of Services, upon terms and conditions in this Agreement.

Pursuant to City Resolution No. [RESOLUTION NUMBER], the City Manager is authorized to execute HOPWA Agreements on behalf of the City that are within available allocated HOPWA funding, a standard for approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter combined to be kept and performed by the respective Parties, it is mutually agreed as follows:

ARTICLE 1

DEFINITIONS. Wherever used in this Agreement or any of the contract documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

“ACT” – 24 CFR Part 574 et seq. as revised by the Housing Opportunities for Persons with AIDS and Consolidated Plan Conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).

“Administrator” and “Contract Administrator” shall mean the Manager of the Community Development Division of the Planning and Development Department of RECIPIENT or his or her designee.

“Budget” shall mean SUBRECIPIENT’s Cost Proposal submitted with the NOFA Application.

“City Manager” shall mean the City Manager of the City of Fresno.

“Contract” or “Contract Documents” shall mean and refer to this Agreement including its exhibits and the NOFA and Application with all attachments and addenda thereto.

“HOPWA” shall mean Housing Opportunities for Persons with AIDS as set forth in the ACT.

“General Conditions” or “General Requirements” shall mean the General Requirements contained in the NOFA.

“Program” shall mean services designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide necessary help to those persons to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness within the parameters and requirements of the ACT and the HOPWA Policies and Procedures.

“Program income” for the specific purpose of this Agreement shall be as defined in the ACT. Unless otherwise provided for in the ACT, program income shall include any and all gross income earned by or accruing to SUBRECIPIENT in its pursuit hereof provided that the term program income does not include rebates, credits, discounts, or refunds realized by SUBRECIPIENT in its pursuit hereof.

“Scope of Services or Services” shall mean those services submitted with SUBRECIPIENT’s NOFA Application to be offered in fulfillment of the Program and included in **Exhibit A**.

1. Contract Administration. This Agreement including all the Contract Documents shall be administered according to the order of precedence set forth herein for RECIPIENT by Administrator who shall be SUBRECIPIENT’s point of contact and to whom SUBRECIPIENT shall report.

2. Scope of Services. SUBRECIPIENT shall provide the Program in conformity with the Contract Documents and perform to the satisfaction of RECIPIENT those services set forth in **Exhibit A** and services necessarily related or incidental thereto even though not expressly set forth therein.

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of SUBRECIPIENT shall commence as of [Date], and shall end [Date], which shall be the term of this Agreement, unless terminated earlier as provided herein.

4. Compensation and Method of Payment. RECIPIENT shall pay SUBRECIPIENT the aggregate sum of not to exceed \$[MONETARY AMOUNT] (Grant Award) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit A** attached hereto and incorporated herein. Compensation is based on actual expenditures, supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and submitted by the SUBRECIPIENT to the RECIPIENT with each request for reimbursement. The SUBRECIPIENT's request for reimbursement shall be in accordance with the Budget set forth in **Exhibit B**. No reimbursement shall be issued for expenditures that deviate from the approved budget without prior written approval from the RECIPIENT for the proposed budget modification. Prior to submitting a request for reimbursement, the SUBRECIPIENT shall submit a written Budget Modification Request to RECIPIENT. The Budget Modification Request must account for all line-item adjustments, not exceed the overall Grant Award, and include a justification for the requested adjustment. The Budget Modification Request must be reviewed and approved in writing by the RECIPIENT before any reimbursement may be processed. It is understood that all expenses incidental to SUBRECIPIENT's performance of services under this Agreement shall be borne by the SUBRECIPIENT. If SUBRECIPIENT should fail to comply with any provisions of this Agreement, RECIPIENT shall be relieved of its obligation for further compensation. Notwithstanding any payment provisions herein, SUBRECIPIENT's failure to timely and properly submit required records and reports set forth in this Agreement may be cause for the RECIPIENT to suspend or delay reimbursement payments to SUBRECIPIENT.

(a) Payments shall be made by the RECIPIENT to SUBRECIPIENT in arrears, for services provided during the preceding month. Such payment by RECIPIENT shall be made in the normal course of business, within 30 days after the date of receipt by RECIPIENT of a correctly completed request for reimbursement in accordance with the provisions of this paragraph and shall be for the actual expenditures incurred by SUBRECIPIENT in accordance with **Exhibit B**. Payments shall be made after receipt and verification of actual expenditures. All requests for reimbursements are to be submitted to the RECIPIENT on a monthly basis for the term of the Agreement at the address given for notices on the signature page hereof or at such address the RECIPIENT may from time to time designate by written notice.

(b) The Administrator may, in his or her sole discretion, agree in writing to revise the payment schedule in subsection (a), above, upon SUBRECIPIENT's showing that such will facilitate delivery of the services; provided, however, that total payments under this Agreement shall not exceed the total Grant Award.

(c) Any funds paid by RECIPIENT hereunder which remain unearned at the expiration or earlier termination of the Agreement shall be, and remain in trust, the property of RECIPIENT and shall be remitted to RECIPIENT within ten days of expiration or earlier termination of this Agreement. Any interest thereon must be credited to or returned to RECIPIENT.

(d) RECIPIENT will not be obligated to make any payments under this Agreement if the request for reimbursement is received by the RECIPIENT more than sixty days after the date of termination of this Agreement or the date of expiration of this Agreement, whichever occurs first.

(e) SUBRECIPIENT understands and agrees that the availability of HOPWA Funding hereunder is subject to the control of HUD and should the HOPWA Funding be encumbered, withdrawn, or otherwise made unavailable to RECIPIENT whether earned or promised to SUBRECIPIENT and/or should RECIPIENT in any fiscal year hereunder fail to appropriate said funds, RECIPIENT shall not provide said funds to SUBRECIPIENT unless and until they are made available for payment to RECIPIENT by HUD and RECIPIENT receives and appropriates said Funds. No other funds owned or controlled by RECIPIENT shall be obligated under this Agreement to the project(s). Should sufficient funds not be appropriated, the Services provided may be modified, or this Agreement terminated, at any time by the RECIPIENT as provided in section 10 below.

(f) SUBRECIPIENT shall use the funds provided by RECIPIENT solely for the purpose of providing the services required under subsection 2 (a) of this Agreement.

5. Progressive Expenditure and Request for Reimbursement Deadlines. In order to expend the HUD HOPWA funding in a timely manner, the SUBRECIPIENT shall submit requests for reimbursement on a monthly basis. SUBRECIPIENT shall submit requests for reimbursement to RECIPIENT by the end of the month for eligible expenses incurred during the preceding month. SUBRECIPIENT shall expend 25% of the Grant Award by [DATE]; 50% of the Grant Award by [DATE]; 75% of the Grant Award by [DATE]; and 100% of the Grant Award by [DATE]. SUBRECIPIENT shall demonstrate it has met Progressive Reimbursement Request Deadlines of eligible HOPWA expenditures within 30 days of the respective Progressive Expenditure Deadlines as follows: requests for reimbursement of an amount not less than 25% of the Grant Award's allowed cost must be made by [DATE]; requests for reimbursement of an amount not less than 50% of the Grant Award's allowed cost must be made by [DATE]; requests for reimbursement of an amount not less than 75% of the Grant Award's allowed cost must be made by [DATE]; and requests for reimbursement of an amount not less than 100% of the Grant Award's allowed cost must be made [DATE]. Failure to meet the expenditure deadlines as outlined in **Exhibit F** may result in the recapture of an amount equal to the difference between the required expenditure by the applicable deadline and the actual expenditures included in reimbursement requests received by the deadline.

6. Matching Funds Not a Requirements of SUBRECIPIENT. The HOPWA program does not require SUBRECIPIENT to agree to match all HOPWA funding disbursed to it by RECIPIENT on a dollar-for-dollar basis.

7. Loss of Third-Party Funding. In the event any funding provided by a party other than RECIPIENT for the Program or services being performed by SUBRECIPIENT is suspended, reduced, or withdrawn, then Administrator may suspend this Agreement immediately upon its receipt of notice thereof, or terminate this Agreement as provided in Section 10 below. SUBRECIPIENT shall notify RECIPIENT in writing within seven days if any of the following events occur:

- (a) Suspension, reduction, or withdrawal of SUBRECIPIENT'S funding by other funding source(s).
- (b) Addition or resignation of any of SUBRECIPIENT'S Board of Director members.

(c) Resignation or termination of any of SUBRECIPIENT'S staff, including those staff not funded by this Agreement but essential to the delivery of the services listed in **Exhibit A**.

(d) The Administrator may, in his or her sole discretion, stay such suspension of the Agreement for a period not to exceed thirty days to allow SUBRECIPIENT to either (i) submit a new service or funding plan for evaluation by Administrator who may accept or reject in his or her sole discretion, or (ii) complete an orderly phase out of services. If the Administrator accepts such new service or funding plan, then such plan will be subject to the requirements in Section 15 below.

8. Disposition of Program Income. Absent the RECIPIENT's written consent, any program income generated hereunder shall be used to reduce the RECIPIENT's reimbursement obligations hereunder, or in the absence thereof promptly remitted entirely to the RECIPIENT.

9. Events of Default. When in the opinion of RECIPIENT, there is an occurrence of any one or more of the following provisions it will represent an *Event of Default* for purposes of this Agreement.

(a) An illegal or improper use of funds.

(b) A failure to comply with any term, covenant or condition of this Agreement.

(c) Report(s) are submitted to RECIPIENT which are incorrect or incomplete in any material respect.

(d) A failure to submit required reports by Subrecipient.

(e) The services required hereunder are incapable of or are improperly being performed by SUBRECIPIENT.

(f) Refusal of SUBRECIPIENT to accept change under Section 20.

(g) SUBRECIPIENT fails to maintain any required insurance.

(h) There is a loss of third-party funding (see Section 7 above).

(i) SUBRECIPIENT files, or has filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, of filing any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, where such petition shall not have been vacated within fourteen days; or if adjudicated bankrupt or insolvent, under any present or future statute, law, regulation under state or federal law, and judgment or decree is not vacated or set aside within fourteen days.

(j) SUBRECIPIENT's failure, inability, or admission in writing of its inability to pay its debts as they become due or SUBRECIPIENT's assignment for the benefit of creditors.

(k) A receiver, trustee, or liquidator being appointed for SUBRECIPIENT or any substantial part of SUBRECIPIENT's assets or properties, and not removed within ten days.

(l) SUBRECIPIENT's breach of any other material condition, covenant, warranty, promise, or representation contained in this Agreement not otherwise identified within this Section.

10. Termination and Remedies. Upon the occurrence of an Event of Default, RECIPIENT shall give written notice to SUBRECIPIENT of the Event of Default by specifying (1) the nature of the event or deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of RECIPIENT, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than thirty calendar days from the date of the notice, by which such deficiency must be cured, provided, however that if such failure cannot be remedied in such time, SUBRECIPIENT shall have an additional thirty days to remedy such failure so long as SUBRECIPIENT is diligently and in good faith pursuing such remedy.

(a) This Agreement shall terminate without any liability of RECIPIENT to SUBRECIPIENT upon the earlier of: (i) the happening of an Event of Default by SUBRECIPIENT and a failure to cure said Event of Default within the time specified in the notice of Event of Default; (ii) seven calendar days prior written notice without cause by RECIPIENT to SUBRECIPIENT; (iii) RECIPIENT'S non-appropriation of funds sufficient to meet its obligations hereunder during any RECIPIENT fiscal year of this Agreement, or insufficient funding for the services provided by SUBRECIPIENT; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, SUBRECIPIENT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to RECIPIENT any and all unearned payments and all properties and materials in the possession of SUBRECIPIENT that are owned by RECIPIENT. Subject to the terms of this Agreement, SUBRECIPIENT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. SUBRECIPIENT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) Upon any breach of this Agreement by SUBRECIPIENT, RECIPIENT may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that RECIPIENT improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) In no event shall any payment by RECIPIENT pursuant to this Agreement constitute a waiver by RECIPIENT of any breach of this Agreement or any default which may then exist on the part of SUBRECIPIENT, nor shall such payment impair or prejudice any remedy available to RECIPIENT with respect to the breach or default.

(e) RECIPIENT expressly reserves the right to demand of SUBRECIPIENT the repayment to RECIPIENT of any funds disbursed to SUBRECIPIENT under this Agreement which, in the judgment of RECIPIENT, were not expended in accordance with the terms of this Agreement, and SUBRECIPIENT

agrees to promptly refund any such funds within 10 days of RECIPIENT'S written demand.

11. Indemnification. To the furthest extent allowed by law, SUBRECIPIENT shall indemnify, hold harmless and defend RECIPIENT and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RECIPIENT, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT'S obligations under the preceding sentence shall apply regardless of whether RECIPIENT or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of RECIPIENT or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each subcontractor to indemnify, hold harmless and defend RECIPIENT and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

12. Insurance.

(a) Throughout the life of this Agreement, SUBRECIPIENT shall pay for and maintain in full force and effect all insurance as required in **Exhibit C** or as may be authorized in writing by RECIPIENT'S Risk Manager or his or her designee at any time and in his or her sole discretion.

(b) If at any time during the life of the Agreement or any extension, SUBRECIPIENT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SUBRECIPIENT shall be withheld until notice is received by RECIPIENT that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to RECIPIENT. Any failure to maintain the required insurance shall be sufficient cause for RECIPIENT to terminate this Agreement. No action taken by RECIPIENT pursuant to this section shall in any way relieve SUBRECIPIENT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by RECIPIENT that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify RECIPIENT shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval

or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of SUBRECIPIENT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

13. On-Site Monitoring. Authorized representatives of HUD and/or the RECIPIENT shall have the right to monitor the SUBRECIPIENT's performance under this Agreement. Such monitoring may include inspection activities, review of records, and attendance at meetings: SUBRECIPIENT shall reasonably make its facilities, books, records, reports, and accounts available for RECIPIENT's inspection in pursuit hereof.

This section 13 shall survive termination or expiration of this Agreement.

14. Records, Reports and Inspection.

(a) SUBRECIPIENT shall establish and maintain records in accordance with all requirements prescribed by RECIPIENT, HUD, and generally accepted accounting principles, with respect to all matters covered by this Agreement.

As applicable, SUBRECIPIENT shall comply with all applicable requirements of 2 CFR PART 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds \$1,000,000), and to such extent shall submit to the RECIPIENT any applicable auditor's reports and audited financial statements no later than three months after the SUBRECIPIENT's fiscal year end.

SUBRECIPIENT shall comply with applicable portions of 24 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. SUBRECIPIENT shall be responsible for determining the applicability of the foregoing:

(i) On a quarterly basis, SUBRECIPIENT shall submit to RECIPIENT, on a form attached as **Exhibit E** – Quarterly HOPWA Report, a performance report submitted within thirty days of the close of each quarter of the fiscal year for the duration hereof, absent RECIPIENT's prior written consent in cases of unusual circumstances as determined in the sole discretion of the RECIPIENT. SUBRECIPIENT shall ensure the HOPWA grant funds provided by RECIPIENT are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME:
- SUBRECIPIENT ID (UEI #):
- Federal Award Identification Number (HOPWA Grant #):
- Federal Award Date:
- Period of Performance:
- Federal Funds Obligated by this Agreement:
- Total Federal Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal Award:
- Federal Award project description: HOPWA Services
- Name of Federal awarding agency: Dept. of Housing Urban Development

- Name of pass-through entity: City of Fresno, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.241
- CFDA Name: Housing Opportunities for Persons with AIDS
- Identification of R&D: No
- Indirect cost rate for the Federal award:

(ii) SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 574.530.

(iii) SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of five years from the date of the notice of closeout of the subrecipient agreement. The records retention period may be extended whenever:

a. Any litigation, claim, or audit is started before the expiration of the five-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

b. The SUBRECIPIENT is notified in writing by the RECIPIENT to extend the retention period.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible to RECIPIENT.

(c) During the life of this Agreement and for a period of five years from the date of the notice of closeout of the subrecipient agreement, SUBRECIPIENT shall, at any time during normal business hours and as often as RECIPIENT and/or HUD or the authorized representative of either RECIPIENT or HUD may deem necessary, make available to them or any one of them, within the RECIPIENT of Fresno, such statements, records, reports, data and information as they may request pertaining to matters covered by this Agreement and permit them or any one of them to audit and inspect all records, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. SUBRECIPIENT shall also permit and cooperate with on-site monitoring and personal interviews of participants, SUBRECIPIENT'S staff, and employees by Administrator and other RECIPIENT and/or HUD representatives.

(d) The SUBRECIPIENT is required to submit the HOPWA Consolidated Annual Performance and Evaluation Report (CAPER) on Form HUD-40110-D attached hereto as **Exhibit G**.

(e) SUBRECIPIENT shall provide reports consistent with HUD reporting requirements at 24 CFR 91.520, including the number of individuals assisted and the types of assistance provided, as well as data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

This Section 14 shall survive expiration or termination of this Agreement.

15. Subawards. The SUBRECIPIENT shall not enter into subawards for any work contemplated under the Agreement without first obtaining the RECIPIENT's written approval of any subaward and the form of subaward agreement.

(a) An executed copy of every such subcontract approved by the Administrator shall be provided to RECIPIENT prior to implementation for retention in RECIPIENT's files.

(b) SUBRECIPIENT is responsible to RECIPIENT for the proper performance of any subcontract. No such subcontract shall relieve SUBRECIPIENT of its obligations under this Agreement.

(c) Any subcontract shall be subject to all the terms and conditions of this Agreement.

(d) No officer or director of SUBRECIPIENT shall have any direct or indirect financial interest in any subcontract made by SUBRECIPIENT or in any loan, purchase of property, or any other arrangement made by SUBRECIPIENT, by whatever name known.

16. Conflict of Interest and Non-Solicitation.

(a) Prior to RECIPIENT'S execution of this Agreement, SUBRECIPIENT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit D**. During the term of this Agreement, SUBRECIPIENT shall have the obligation and duty to immediately notify RECIPIENT in writing of any change to the information provided by SUBRECIPIENT in such statement.

(b) SUBRECIPIENT shall comply, and require its subcontractors to comply, with all applicable federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et seq., the California Political Reform Act (California Government Code Section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et seq.). At any time, upon written request of RECIPIENT, SUBRECIPIENT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, SUBRECIPIENT and the respective subcontractor(s) are in full compliance with all laws and regulations. SUBRECIPIENT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, SUBRECIPIENT shall immediately notify RECIPIENT of these facts in writing.

(c) In performing the work or services to be provided hereunder, SUBRECIPIENT shall not employ or retain the services of any person while such person either is employed by RECIPIENT or is a member of any City council, commission, board, committee, or similar City body or within one year of their termination therefrom. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) SUBRECIPIENT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

ARTICLE 2 FEDERAL REQUIREMENTS

17. SUBRECIPIENT shall adhere to and follow the OMB Guidance for Federal Financial Assistance found in the U.S. federal regulations at 2 CFR Part 200.

(a) SUBRECIPIENT shall establish and maintain effective internal control over HOPWA funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

(b) SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

(c) SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information RECIPIENT designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

(d) SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises, veteran-owned businesses, and labor surplus area firms the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority, female, and veteran-owned business enterprises in lieu of an independent investigation.

(e) SUBRECIPIENT is prohibited from using HOPWA funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

(f) SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

(g) SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

(h) SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

(i) SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- Name of the pass-through entity, if any

(j) SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation

(k) SUBRECIPIENT shall comply with the Whistleblower protections of the U.S. federal regulations at 2 CFR 200.217.

(l) SUBRECIPIENT warrants, covenants, and agrees, for itself and its contractors and subcontractors of all tiers, that it shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act of 42 U.S.C. 4821 et seq., 24 CFR Part 35 and 24 CFR 982.401(j). In this regard SUBRECIPIENT shall be responsible for all inspection, testing and abatement activities.

(m) SUBRECIPIENT warrants, covenants and agrees, for itself and its contractors and subcontractors of all tiers, that it shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act of 42 U.S.C. 4821 et seq., 24 CFR Part 35 and 24 CFR 982.401(j). In this regard SUBRECIPIENT shall be responsible for all inspection, testing and abatement activities.

(n) The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR Part 35. In addition, the following requirements relating to inspection and abatement of defective lead-based paint surfaces must be satisfied: (1) Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and (2) Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

(o) The SUBRECIPIENT agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and HUD implementing regulation 24 CFR Part 8.

(p) SUBRECIPIENT agrees to comply with the federal requirements set forth in 24 CFR Part 5, except as explicitly modified below, and use of HOPWA grant amounts must comply with : Nondiscrimination and equal opportunity requirements. The nondiscrimination and equal opportunity requirements at 24 CFR Part 5 are modified as follows:

(i) Rehabilitation Act requirements. HUD's regulations at 24 CFR Part 8 implement section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended. For purposes of the emergency shelter grants program, the term *dwelling units* in 24 CFR Part 8 shall include sleeping accommodations.

(ii) SUBRECIPIENT shall make known that use of the facilities and Services are available to all on a nondiscriminatory basis. If the procedures that the SUBRECIPIENT intends to use to make known the availability of the facilities and Services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and Services, the SUBRECIPIENT must establish additional procedures that will ensure that such persons are made aware of the facilities and Services. The SUBRECIPIENT must also adopt procedures which will make available to interested persons information concerning the location of Services and facilities that are accessible to persons with disabilities.

(iii) The SUBRECIPIENT shall be responsible for complying with requirements of 200 PART 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as they relate to the acceptance and use of HOPWA grant amounts by private nonprofit organizations.

(q) The SUBRECIPIENT will be responsible for all aspects project contract award and management including the advertising for bids and shall award the contract to the lowest responsible and responsible bidder. The SUBRECIPIENT shall verify with the Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder has not been debarred or suspended from participating in federal projects.

(r) SUBRECIPIENT warrants, covenants and agrees that it shall perform the Services in a manner that does not engage in inherently religious activities and that does not engage in any prohibited activities described in 24 CFR 574. Without limitation, SUBRECIPIENT shall not unlawfully discriminate on the basis of religion and shall not provide religious instruction or counseling, conduct religious services or worship, engage in religious proselytizing, or exert other religious influence in pursuit hereof. Subject to the foregoing, SUBRECIPIENT does not intend to utilize HOPWA funding to construct, rehabilitate or convert facilities owned primarily by religious organizations or to assist primarily religious organizations in acquiring or leasing facilities to the extent prohibited in 24 CFR 574.

(s) SUBRECIPIENT shall perform the Services in compliance with, and not to cause or permit the Services to be in violation of, any existing or future environmental law, rule, regulation, ordinance, or statute. SUBRECIPIENT agrees that, if RECIPIENT has reasonable grounds to suspect any such violation, SUBRECIPIENT shall be entitled to thirty days' notice and opportunity to cure such

violation. If the suspected violation is not cured, RECIPIENT shall have the right to retain an independent consultant to inspect and test the subject facilities for such violation. If a violation is discovered, SUBRECIPIENT shall pay for the cost of the independent consultant.

(t) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, is available at <https://www.ecfr.gov/current/title-2/part-200>

18. Relocation.

(a) SUBRECIPIENT shall assure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of this project and the Services rendered in pursuit thereof.

(b) A displaced person must be provided relocation assistance at the levels described in, and in accordance with, 49 CFR Part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

19. Further Assurances.

(a) This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of SUBRECIPIENT enforceable against SUBRECIPIENT in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

(b) SUBRECIPIENT represents and warrants as of the date hereof that SUBRECIPIENT has obtained and, to the best of SUBRECIPIENT's knowledge, is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by SUBRECIPIENT for the Services as of the date hereof.

(c) In the performance of this Agreement, SUBRECIPIENT shall promptly and faithfully comply with, conform to and obey the ACT and all amendments thereto, and shall maintain all facilities hereunder in compliance with building, health and safety codes.

(d) SUBRECIPIENT shall be solely responsible and liable for any recapture or repayment obligation imposed by HUD due to any act or omission of SUBRECIPIENT in pursuit hereof.

(e) SUBRECIPIENT acknowledges that SUBRECIPIENT, not the RECIPIENT, is responsible for determining applicability of and compliance with the ACT and all other applicable local, state, and federal laws including, but not limited to, any applicable provisions of the California Labor Code, Public Contract Code, and Government Code. The RECIPIENT makes no express or implied representation as to the applicability or inapplicability of any such laws to this Agreement or to the Parties' respective rights or obligations hereunder including, but not limited to, competitive bidding, prevailing wage subcontractor listing, or

similar or different matters. SUBRECIPIENT further acknowledges that the RECIPIENT shall not be liable or responsible at law or in equity for any failure by SUBRECIPIENT to comply with any such laws, regardless of whether the RECIPIENT knew or should have known of the need for such compliance, or whether the RECIPIENT failed to notify SUBRECIPIENT of the need for such compliance.

(f) SUBRECIPIENT agrees to comply with the RECIPIENT's Fair Employment Practices and shall not employ discriminatory practices in the provision of the Services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a veteran with disabilities or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, SUBRECIPIENT agrees as follows:

(i) SUBRECIPIENT will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(ii) SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, and status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(iii) SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability.

(iv) 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 advising such labor union or workers' representatives of SUBRECIPIENT's commitment under this

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

ARTICLE 3 GENERAL PROVISIONS

20. Amendment. This Agreement shall not be modified except by written amendment approved by the City Council and signed by the parties. Where it is determined by the Administrator that there is a need to make any change in the Program, services to be performed, fiscal procedures and system, or the terms and conditions of this Agreement (including, without limitation, any changes necessary to comply with changes in federal, state, or local laws or regulations), refusal by SUBRECIPIENT to accept the change is grounds for termination of this Agreement. Notwithstanding the foregoing, approval of the City Council is not required for (i) insubstantial adjustments in line items within the total approved budget, not affecting the total approved budget amount, approved by the Administrator in his/her sole discretion; (ii) insubstantial changes in the nature or scope of services specified in this Agreement approved by the Administrator in his/her sole discretion; (iii) changes to the insurance requirements specified in **Exhibit C** approved by RECIPIENT's Risk Manager in his or her sole discretion, and (iv) an extension to the term of the Agreement, not to exceed six months, in Administrator's sole discretion.

21. Public Information. SUBRECIPIENT shall disclose all of its funding sources to RECIPIENT which, thereafter, will be public information.

22. Copyrights/Patents.

(a) If this Agreement results in a book or other copyrightable material, the author may seek any available copyright protection for the work unless a work for hire. RECIPIENT reserves a royalty-free, nonexclusive, irrevocable and assignable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

(b) Any discovery or invention arising out of or developed in the course of work aided by this Agreement, shall promptly and fully be reported to RECIPIENT for determination by RECIPIENT as to whether patent protection on such invention or discovery, including rights thereto under any patent issued thereon (reserved henceforth onto RECIPIENT), shall be imposed and administered, in order to protect the public interest.

23. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any ballot measure or candidate for public office.

24. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before any legislative body.

25. Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

26. Independent Contractor

(a) In the furnishing of the services provided for herein, SUBRECIPIENT is acting as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents, or employees shall be deemed an office, agent, employee, joint venture, partner or associate of RECIPIENT for any purpose. RECIPIENT shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, RECIPIENT shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and RECIPIENT. SUBRECIPIENT shall have no authority to bind RECIPIENT absent RECIPIENT'S express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to RECIPIENT employees. SUBRECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, SUBRECIPIENT shall be solely responsible and save RECIPIENT harmless from all matters relating to payment of SUBRECIPIENT'S employees, including, without limitation, compliance with Social Security withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to RECIPIENT or to this Agreement.

27. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

28. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all Parties, and each Parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

29. Assignment.

(a) This Agreement is personal to SUBRECIPIENT and there shall be no assignment by SUBRECIPIENT of its rights or obligations under this Agreement without the prior written approval of the Administrator. Any attempted assignment by SUBRECIPIENT, its successors or assigns, shall be null and void unless approved in writing by the Administrator.

(b) SUBRECIPIENT hereby agrees not to assign the payment of any monies due SUBRECIPIENT from RECIPIENT under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). RECIPIENT retains the right to pay any and all monies due SUBRECIPIENT directly to SUBRECIPIENT.

30. Compliance with Law. In providing the services required under this Agreement, SUBRECIPIENT shall at all times comply with all applicable laws of the United States, the State of California, and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the life of this Agreement.

31. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

32. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

33. Headings. The Section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

34. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

35. Interpretation. The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.

36. Attorney's Fees. If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other Party its reasonable attorney's fees and legal expenses.

37. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

38. Precedence of Documents. The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Permits from other agencies as may be required by law; (3) Supplemental Agreements or this Agreement the one dated later having precedence over another dated earlier; (4) HOPWA Policies and Procedures (5) General Conditions.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or

Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Agreement, are null and void.

39. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

40. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

RECIPIENT
CITY OF FRESNO,
a municipal corporation

By: _____
Georgeanne A. White,
City Manager

Date: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Date
Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy

Addresses:
RECIPIENT:
City of Fresno
Attention: Karen Jenks
Community Development Manager
2600 Fresno Street, CH3N 3065
Fresno, CA 93721
Phone: (559) 621-8003

SUBRECIPIENT
[SUBRECIPIENT NAME]
[LEGAL IDENTITY]

By: _____

Name: _____

Title: _____
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

By: _____

Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

SUBRECIPIENT:
[Suprecipient Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

Attachments:

1. Exhibit A – Scope of Services
2. Exhibit B – Budget Summary
3. Exhibit C – Insurance Requirements
4. Exhibit D – Conflict of Interest Disclosure Form
5. Exhibit E – Quarterly HOPWA Report
6. Exhibit F – Spending Plan
7. Exhibit G – Annual HOPWA CAPER, Form HUD-40110-D

EXHIBIT A

SCOPE OF SERVICES
Agreement Between the City of Fresno
and [Suprecipient Name]
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
(HOPWA)

EXHIBIT B

BUDGET SUMMARY
Agreement Between City of Fresno
and [Suprecipient Name]
HOUSING OPPORTUNITIES for PERSONS WITH AIDS
(HOPWA)

**EXHIBIT C
INSURANCE REQUIREMENTS
RISK TO INSERT INSURANCE REQUIREMENTS FOLLOWING RECEIPT OF SCOPE
OF WORK**

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST
 [Suprecipient Name]
HOUSING OPPORTUNITIES for PERSONS WITH AIDS
(HOPWA)



Housing and Community Development Division
 Planning and Development Department

No Conflict of Interest Certification – HUD CDBG, HOME, ESG and HOPWA Programs

Conflict of Interest Regulations may be found at: 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1)

 Name of Subrecipient or Applicant

Subrecipient or Applicant acknowledges and understands that, under HUD conflict of interest rules under 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1), an employee, agent, consultant, officer, or elected or appointed official of the subrecipient, applicant or City of Fresno who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG, HOME, ESG or HOPWA funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities (each "Covered Person"), may not obtain a financial interest or benefit from a CDBG, HOME, ESG or HOPWA-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(SELECT ONLY THE CERTIFICATION THAT APPLIES TO THIS AGREEMENT OR AGREEMENT OR APPLICATION. DO NOT SIGN BOTH.)

- Subrecipient or Applicant hereby certifies that no "covered person" in its agency or corporation is currently a Covered Person and has not been a Covered Person for a period of at least one (1) calendar year prior to the date of this agreement or application.

Name	Signature	Date
------	-----------	------

OR

- Subrecipient or Applicant hereby certifies that subrecipient/applicant organization includes a Covered Person as defined above, or because subrecipient/applicant has a family or business relationship with a Covered Person.

Name	Signature	Date
------	-----------	------

Please provide a separate certification for each "covered person" and select the type of covered person.

- Employee Agent Consultant Officer Elected Official Appointed Official

The Covered Person is:

- Subrecipient/Applicant "covered person"
- Family member-name: _____ (please print clearly)
- Business associate-name: _____ (please print clearly)

A Covered Person does not automatically disqualify an entity from participating in a HUD assisted program. If a covered person is identified, the Senior Management Analyst or Project Manager will assist you with the additional steps that must be taken before the organization's agreement or application can be funded.

A person may become a "covered person" at any time during the implementation process and this will include beneficiaries receiving assistance provided through this agreement or application who are or have a relationship with a covered person of the applicant or of City of Fresno. A new certification is required each time a covered person is identified.

EXHIBIT E
QUARTERLY HOPWA REPORT
[Suprecipient Name]

***Report will be added once agreement is converted to a PDF

EXHIBIT F
SPENDING PLAN
[Suprecipient Name]

Grant	Use	Award		Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 25% Deadline
				MM/DD/YY	MM/DD/YY	MM/DD/YY	
ESG	Program						-
	TOTAL	\$	-	\$	-	\$	-
			Cumulative Expenditure	\$	-	\$	-
			Cumulative % Expended		0.0%		0.0%
25 % of Grant							
				Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 50% Deadline
				MM/DD/YY	MM/DD/YY	MM/DD/YY	
				\$	-	\$	-
			Cumulative Expenditure	\$	-	\$	-
			Cumulative % Expended		0.0%		0.0%
50 % of Grant							
				Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 75% Deadline
				MM/DD/YY	MM/DD/YY	MM/DD/YY	
				\$	-	\$	-
			Cumulative Expenditure	\$	-	\$	-
			Cumulative % Expended		0.0%		0.0%
75 % of Grant							
				Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 100% Deadline
				MM/DD/YY	MM/DD/YY	MM/DD/YY	
				\$	-	\$	-
			Cumulative Expenditure	\$	-	\$	-
			Cumulative % Expended		0.0%		0.0%
100 % of Grant							

EXHIBIT G
Annual HOPWA CAPER, Form HUD-4155
[Suprecipient Name]

Performance Report Cover Tab

Housing Opportunities for Persons With AIDS (HOPWA) Program
<small>Revised: 11/14/2022</small>
Consolidated APR/CAPER– HOPWA Provider
<small>OMB Number 2506-0133 (Expiration Date: 12/31/2024)</small>
Overview
<p>The public reporting burden for this collection of information is estimated to average 40.0 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p> <p>Performance Reports for HOPWA formula grantees and competitive grantees provide HUD with annual information to support program evaluation and measure program beneficiary outcomes related to maintaining housing stability; preventing homelessness; and improving access to care and support. This collection of information consolidates the information in the APR and CAPER reports and clarifies reporting requirements, which will allow HUD's Office of HIV/AIDS Housing to better respond to data calls from Congress and make better program decisions based on more relevant grantee annual data. Reporting is required for all HOPWA grantees pursuant to 42 U.S.C. § 12911; 24 CFR §§ 574.520(a) and (b); 24 CFR § 91.520(f). The information collected regarding grantees, their respective project sponsors, and the identities of HOPWA program participants will remain confidential pursuant to 42 U.S.C. § 12905(e) and 24 § CFR 574.440.</p> <p>Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Colette Pollard, Reports Management Officer, Department of Housing and Urban Development, 451 7th Street SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Control No. 2506-0133. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB Control Number.</p>
<p>HOPWA formula grantees are required to submit a Performance Report demonstrating coordination with other Consolidated Plan resources. HUD uses the Performance Report data to obtain essential information on grant activities, project sponsors, housing sites, units and households, and beneficiaries (which includes racial and ethnic data on program participants). The Consolidated Plan Management Process tool (CPMP) provides an optional tool to integrate the reporting of HOPWA specific activities with other planning and reporting on Consolidated Plan activities.</p> <p>In addition, grantees must comply with the Federal Funding Accountability and Transparency Act 2006 (Public Law 109-282), which requires grant recipients to provide general information for all entities (including contractors and sub-contractors) receiving \$25,000+ in federal funding.</p>
<p>HOPWA competitive grantees are required to submit a Performance Report for each operating year in which HOPWA grant funds were expended. Information on each competitive grant is to be reported in a separate Performance Report. Grantees approved for "Other Activities," as detailed in their grant agreement, are requested to report on their unique program accomplishments.</p> <p>In addition, grantees must comply with the Federal Funding Accountability and Transparency Act 2006 (Public Law 109-282), which requires grant recipients to provide general information for all entities (including contractors and sub-</p>
<p>Continued-use Periods. Grantees that used HOPWA funding for new construction, acquisition, or substantial rehabilitation of a building or structure are required to operate the building or structure for HOPWA-eligible beneficiaries for a ten (10) years period. If no further HOPWA funds are used to support the facility, in place of completing the "CAP DEV" tab in the Performance Report Worksheet, the grantee must complete an Annual Report of Continued Project Operation throughout the required use periods. This report is found on the "STEWARDSHIP" tab of this workbook. The required use period is three (3) years if the rehabilitation is non-substantial.</p>
<p>Record Keeping. Names and other individual information must be kept confidential, as required by 24 CFR 574.440. However, HUD reserves the right to review the information used to complete this report for grants management oversight purposes, except for recording any names and other identifying information. In the case that HUD must review client-level data, no client names or identifying information will be retained or recorded. Information is reported in aggregate to HUD without personal identification. Do not submit client or personal information in data systems to HUD.</p>
<p>HMIS. In connection with the development of the Department's standards for Homeless Management Information Systems (HMIS), universal data elements are being collected for clients of <u>HOPWA-funded homeless assistance projects</u>. These project sponsor records would include: Name, Social Security Number, Date of Birth, Ethnicity and Race, Gender, Veteran Status, Disabling Conditions, Residence Prior to Program Entry, Zip Code of Last Permanent Address, Housing Status, Program Entry Date, Program Exit Date, Personal Identification Number, and Household Identification Number. These are intended to match the elements under HMIS. The HOPWA program-level data elements include: Income and Sources, Non-Cash Benefits, HIV/AIDS Status, Services Provided, Housing Status or Destination at the end of the operating year, Physical Disability, Developmental Disability, Chronic Health Condition, Mental Health, Substance Abuse, Domestic Violence, Medical Assistance, and T-cell Count. Other HOPWA projects sponsors may also benefit from collecting these data elements. HMIS local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are only shared with providers that have a direct involvement in the client's case management, treatment and care, in line with the signed release of information from the client.</p>

Formula Operating Year. HOPWA formula grants are annually awarded for a three-year period of performance with three operating years. The information contained in this Performance Report must represent a one-year period of HOPWA program operation that coincides with the grantee's program year; this is the operating year. More than one HOPWA formula grant awarded to the same grantee may be used during an operating year and the Performance Report must capture all formula grant funding used during the operating year. Project sponsor accomplishment information must also coincide with the operating year this Performance Report covers. Any change to the period of performance requires the approval of HUD by amendment, such as an extension for an additional operating year.

Competitive Operating Year. HOPWA competitive grants are awarded for a three-year period of performance with Performance Reports submitted for each of the three operating years. The information contained in this Performance Report should reflect the grantee's operating year with the beginning date determined at the time the grant agreement is signed. Project sponsor accomplishment information must coincide with the operating year this Performance Report covers. Any change to the period of performance requires the approval of HUD by amendment, such as an extension for one additional operating year. A PSH renewal/replacement grant start date would be coordinated with the close out of the existing grant.

Grantees with an approved extension period of less than 6-months must submit the Performance Report for the third year of the grant term at the end of the approved extension period and incorporate data from the additional months. Grantees with an approved extension period of 6-months or more must turn in a Performance Report at the end of the operating year and submit a separate extension Performance Report at the end of the extension period.

Filing Requirements. Within 90 days of the completion of each operating year, grantees must submit their completed Performance Report to the CPD Director in the grantee's State or Local HUD Field Office, and to the HOPWA Program Office: at HOPWAReports@hud.gov. Electronic submission to HOPWA Program office is preferred. If electronic submission is not possible, please send an email to the HOPWA@hud.gov email inbox.

Definitions

Achieved Viral Suppression: When the load or volume of HIV virus present in a person's blood is measured at less than 200 copies per milliliter of blood.

Adjustment for Duplication: Enables the calculation of unduplicated output totals by accounting for the total number of households or units that received more than one type of HOPWA assistance in a given service category such as HOPWA Subsidy Assistance or Supportive Services.

Administrative Costs: Costs for general management, oversight, coordination, evaluation, and reporting. By statute, grantee administrative costs are limited to 3% of the total grant award, to be expended over the life of the grant. Project sponsor administrative costs are limited to 7% of the portion of the grant amount they receive.

Anti-Retroviral Therapy: The combination of drugs used to treat HIV.

Area Median Income: The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the HOPWA program. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. AMI values vary by location and are published at: <https://www.huduser.gov/portal/datasets/il.html>

Beneficiary(ies): All members of a household (with or without HIV) who benefitted from HOPWA assistance during the operating year, NOT including the HOPWA eligible individual (see definition).

Chronically Homeless Person: An individual or family who is homeless and lives or resides as an individual or family who a) lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter; b) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years; and c) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of two or more of those conditions. Additionally, the statutory definition includes as chronically homeless a person who currently lives or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days if such person met the other criteria for homeless prior to entering that facility. (See 42 U.S.C. 11360(2)) This does not include doubled-up or overcrowding situations.

Disabling Condition: Evidencing a diagnosable substance use disorder, serious mental illness, developmental disability, chronic physical illness, or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition may limit an individual's ability to work or perform one or more activities of daily living. An HIV/AIDS diagnosis is considered a disabling condition.

<p>Facility-Based Housing Assistance: All eligible HOPWA Housing expenditures for or associated with supporting facilities including community residences, SRO dwellings, short-term facilities, project-based rental units, master leased units, and other housing facilities approved by HUD.</p>
<p>Faith-Based Organization: Religious organizations of three types: (1) congregations; (2) national networks, which include national denominations, their social service arms (for example, Catholic Charities, Lutheran Social Services), and networks of related organizations (such as YMCA and YWCA); and (3) freestanding religious organizations, which are incorporated separately from congregations and national networks.</p>
<p>Grassroots Organization: An organization headquartered in the local community where it provides services; has a social services budget of \$300,000 or less annually, and six or fewer full-time equivalent employees. Local affiliates of national organizations are not considered "grassroots."</p>
<p>HOPWA Eligible Individual: The one (1) low-income person with HIV/AIDS who qualifies a household for HOPWA assistance. This person may be considered "Head of Household." When the Performance Report asks for information on eligible individuals, report on this individual person only. Where there is more than one person with HIV/AIDS in the household, the additional PWH/A(s), would be considered a beneficiary(s).</p>
<p>HOPWA Housing Information Services: Services dedicated to helping persons living with HIV/AIDS and their families to identify, locate, and acquire housing. This may also include fair housing counseling for eligible persons who may encounter discrimination based on race, color, religion, sex, age, national origin, familial status, or handicap/disability.</p>
<p>HOPWA Housing Subsidy Assistance Total: The unduplicated number of households receiving housing subsidies (TBRA, STRMU, Permanent Housing Placement services and Master Leasing) and/or residing in units of facilities dedicated to persons living with HIV/AIDS and their families and supported with HOPWA funds during the operating year.</p>
<p>Household: A single individual or a family composed of two or more persons for which household incomes are used to determine eligibility and for calculation of the resident rent payment. The term is used for collecting data on changes in income, changes in access to services, receipt of housing information services, and outcomes on achieving housing stability. Live-In Aides (see definition for Live-In Aide) and non-beneficiaries (e.g., a shared housing arrangement with a roommate) who resided in the unit are not reported in the Performance Report.</p>
<p>Housing Stability: The degree to which the HOPWA project assisted beneficiaries to remain in stable housing during the operating year.</p>
<p>Improved HIV Viral Load: A reduction in the load or volume of HIV present in the HOPWA eligible individual's blood at the end of the reporting period compared to the beginning of the reporting period. Most PLWHA who are engaged in medical care have routine laboratory tests. The HOPWA eligible individual's latest laboratory report can be used to determine viral load.</p>
<p>In-kind Leveraged Resources: These are additional types of support provided to assist HOPWA beneficiaries such as volunteer services, materials, use of equipment and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the criteria described in 2 CFR 200. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sales, advertised prices, appraisals, or other information for comparable property similarly situated.</p>
<p>Leveraged Funds: The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources by grantees or sponsors in dedicating assistance to this client population. Leveraged funds or other assistance are used directly in or in support of HOPWA program delivery.</p>
<p>Live-In Aide: A person who resides with the HOPWA Eligible Individual and who meets the following criteria: (1) is essential to the care and well-being of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. See Code of Federal Regulations Title 24 Part 5.403 and the HOPWA Grantee Oversight Resource Guide for additional reference.</p>
<p>Master Leasing: Applies to a nonprofit or public agency that leases units of housing (scattered-sites or entire buildings) from a landlord and subleases the units to homeless or low-income tenants. By assuming the tenancy burden, the agency facilitates housing of clients who may not be able to maintain a lease on their own due to poor credit, evictions, or lack of sufficient income.</p>
<p>Medically Assisted Living Facilities: HOPWA facility-based housing that assists residents with most or all activities of daily living, such as meals, bathing, dressing, and toileting. Regular medical care, supervision, and rehabilitation are also often available.</p>
<p>Nonbinary: A gender other than singularly female or male.</p>
<p>Operating Costs: Applies to facility-based housing only, for facilities that are currently open. Operating costs can include day-to-day housing function and operation costs like utilities, maintenance, equipment, insurance, security, furnishings, supplies and salary for staff costs directly related to the housing project but not staff costs for delivering services.</p>

Outcome: The degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary, (per the regulations at 24 CFR 574.310(b)) and to reduce the risks of homelessness and improve access to HIV treatment and other health care and support.
Output: The number of units of housing or households that receive HOPWA assistance during the operating year.
Permanent Housing Placement: A supportive housing service that helps establish the household in the housing unit, including but not limited to reasonable costs for security deposits not to exceed two months of rent costs.
Program Income: Gross income directly generated from the use of HOPWA funds, including repayments. See grant administration requirements on program income at 2 CFR 200.307.
Project-Based Rental Assistance (PBRA): A rental subsidy program that is tied to specific facilities or units owned or controlled by a project sponsor. Assistance is tied directly to the properties and is not portable or transferable.
Project Sponsor Organizations: Per HOPWA regulations at 24 CFR 574.3, any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR 574.300. Project Sponsor organizations are required to provide performance data on households served and funds expended.
SAM: All organizations applying for a Federal award must have a valid registration active at sam.gov. SAM (System for Award Management) registration includes maintaining current information and providing a valid DUNS number.
Short-Term Rent, Mortgage, and Utility (STRMU) Assistance: A time-limited, housing subsidy assistance designed to prevent homelessness and increase housing stability. Grantees may provide assistance for up to 21 weeks in any 52-week period. The amount of assistance varies per client depending on funds available, tenant need and program guidelines.
Stewardship Units: Units developed with HOPWA, where HOPWA funds were used for acquisition, new construction and rehabilitation that no longer receive operating subsidies from HOPWA. Report information for the units is subject to the three-year use agreement if rehabilitation is non-substantial and to the ten-year use agreement if rehabilitation is substantial.
Tenant-Based Rental Assistance (TBRA): TBRA is a rental subsidy program similar to the Housing Choice Voucher program that grantees can provide to help low-income households access affordable housing. The TBRA voucher is not tied to a specific unit, so tenants may move to a different unit without losing their assistance, subject to individual program rules. The subsidy amount is determined in part based on household income and rental costs associated with the tenant's lease.
Transgender: Transgender is defined as a person who identifies with, or presents as, a gender that is different from his/her gender assigned at birth
VAWA Internal Emergency Transfers: Per 24 CFR 5.2005e, an emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
VAWA External Emergency Transfers: Per 24 CFR 5.2005e, an emergency transfer under the VAWA protections refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
Veteran: A veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

Instructions for Completing the HOPWA Performance Report Workbook

What is the HOPWA Performance Report Workbook?

This workbook provides annual performance data for HOPWA activities. This includes outputs (e.g., households served and demographic information), outcomes (e.g., access to care and support outcomes) and expenditures (for HOPWA-eligible costs).

This data will be compiled by the HOPWA Formula or Competitive Grantee, as part of providing annual performance reporting to HUD.

Who completes this form?

This workbook will be completed by **any organization** that conducts any HOPWA activities other than administrative activities. This includes HOPWA Formula or Competitive Grantees that conduct other HOPWA activities besides administrative activities, and the **Project Sponsor** organizations that Grantees contract to provide HOPWA services (as defined in 24 CFR 574.3).

There should be one organization's HOPWA activities reported in each workbook. Each organization should complete a separate performance report workbook that only includes the HOPWA activities conducted by that

What tabs should be completed for this report?

The Performance Report Workbook requires the completion of the following tabs:

- **DEM (Demographics) & Prior Living (see Note)**
- **Leveraging**
- **ATC (Access to Care) & Totals**

ONLY PROJECT SPONSORS* should complete these tabs:

- **HOPWA Provider**
- **CONTACT**

* For **Grantees** that are approved to conduct Resource Identification or Technical Assistance activities, please report your expenditure amounts for those budget line items in the **HOPWA Provider tab**. These are the only cells that you will need to complete in the **HOPWA Provider tab**.

Note: Complete Prior Living information only for individuals served by TBRA, P-FBH, ST-TFBH or PHP.

The remaining tabs should **ONLY** be completed **based on HOPWA services provided by the organization completing this workbook**. Leave tabs untouched if the activity is not provided by the organization.

- **TBRA (Tenant-Based Rental Assistance)**
- **P-FBH (Permanent Facility-Based Housing)**
- **ST-TFBH (Short-Term or Transitional Facility-Based Housing)**
- **STRMU (Short-Term Rent, Mortgage and Utilities Assistance)**
- **PHP (Permanent Housing Placement Assistance)**
- **Housing Info (Housing Information Services)**
- **Supp Svcs (HOPWA Supportive Services)**
- **Other Competitive Activity**
- **CAP DEV (Capital Development)**
- **VAWA (Housing Transfers for Households Covered by the Violence Against Women Act)**

Important Information

To ensure the integrity of this reporting form, please do not DELETE or ALTER any rows, columns, tabs, or the NAME of the report.

This form requires the entry of data only where applicable, with no other actions required.

- 1 Enter text in empty cells next to questions.
- 2 Enter numbers where the entry reads "0" and the answer is an amount greater than zero.

SUBMISSION INSTRUCTIONS

- Once complete, the Project Sponsor should return the entire workbook to the Grantee in the manner and timeline prescribed by the Grantee.
- The report MUST be submitted in this Excel format.
- DO NOT alter the name of this file; return it to the Grantee with the file name as provided.
- The Grantee is responsible for reviewing this report and submitting it to HUD. Project Sponsors **should not** submit this report to HUD; only to the Grantee.
- The Grantee may be contacted by HUD or a HUD contractor regarding the accuracy of this report.
- Please contact the Grantee if you require support submitting this form.

HOPWA Provider Tab

Please complete for organizations designated to serve as project sponsor, i.e., organizations involved in the direct delivery of services for client households, as defined by 24 CFR	
Project Sponsor Questions	Responses
What is the organization's name?	
What is the organization's Unique Entity Identifier (UEI)?	
What is the organization's Employer ID Number (EIN) or Tax ID Number (TIN)?	
What is the HOPWA contract amount for this organization?	0
What is the organization's business street address?	
In what city is the organization's business address?	
In what county is the organization's business address?	
In what state is the organization's business address?	
What is the organization's business address zip code?	
What is the organization's parent company, if applicable?	
What department administers the organization's grant?	
What is the organization's phone number (including extension)?	
What is the organization's fax number?	
What is the organization's website?	
What is the organization's Facebook page?	
What is the organization's Twitter handle?	
Is this a faith-based organization? Yes or No.	
Is this a nonprofit organization? Yes or No.	
Is this a grassroots organization? Yes or No.	
What are the cities of the organization's primary service area?	
What are the counties of the organization's primary service area?	
In what congressional district is the organization located?	
In what congressional district is the primary service area?	
Is there a waiting list for HOPWA housing subsidy assistance services in the organization's service area? Yes or No.	
Project Sponsor Non-Direct Service Expenditures	
What were the total HOPWA funds expended for Administration costs?	0
How much was expended on Technical Assistance?	0
How much was expended on Resource Identification?	0

Contact Tab

Contact Information for your Organization	
Only organizations designated as project sponsors (see definition of "Project Sponsor Organization" in Performance Report Cover tab) should complete this tab.	
Question	Responses
Contact Information for Primary Program Contact	
What is the Primary Program contact name?	
What is the Primary Program contact title?	
In what department does the Primary Program contact work?	
What is the Primary Program contact email?	
What is the Primary Program contact phone number (including extension)?	
What is the Primary Program contact fax number?	
Contact Information for Secondary Program Contact	
What is the Secondary Program contact name?	
What is the Secondary Program contact title?	
In what department does the Secondary Program contact work?	
What is the Secondary Program contact email?	
What is the Secondary Program contact phone number (including extension)?	
What is the Secondary Program contact fax number?	
Contact Information for Individuals Seeking Services	
What is the Services contact name?	
What is the Services contact title?	
In what department does the Services contact work?	
What is the Services contact email?	
What is the Services contact phone number (including extension)?	
What is the Services contact fax number?	

Dem & Prior Living Tab

Complete the age, gender, race, and ethnicity information for all individuals served with all types of HOPWA assistance. See totals in rows 27 and 28.																		
A. For each racial category, how many HOPWA-eligible individuals identified as such?	Male				Female				Gender Nonbinary		Transgender-Female		Transgender-Male		Gender not Disclosed		Of the total number of individuals reported for each racial category, how many also identify as Hispanic or Latinx	
	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older		
Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian & White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black/African American	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Black/African American & White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Multi-Racial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
B. For each racial category, how many other household members (beneficiaries) identified as such?																		
	Male				Female				Gender Nonbinary		Transgender-Female		Transgender-Male		Gender not Disclosed		Of the total number of individuals reported for each racial category, how many also identify as Hispanic or Latinx	
	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older		
b. Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Asian & White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Black/African American	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Black/African American & White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. American Indian/Alaskan Native	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. American Indian/Alaskan Native & Black/African American	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. American Indian/Alaskan Native & White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Native Hawaiian/Other Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. Other Multi-Racial	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
b. White	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Younger Than 18	18-30	31-50	51 or Older	Total Hispanic or Latinx	

Total number of other household members (beneficiaries) served with HOPWA assistance (rows 16-25):	0
How many other household members (beneficiaries) are HIV+?	0
How many other household members (beneficiaries) are HIV negative or have an unknown HIV status?	0
Complete Prior Living Situations for HOPWA-eligible Individuals served by TBRA, P-FBH, ST-TFBH, or PHP	
How many HOPWA-eligible individuals continued receiving HOPWA assistance from the previous year?	0
How many individuals newly receiving HOPWA assistance came from:	
A place not meant for human habitation?	0
An emergency shelter?	0
A transitional housing facility for formerly homeless persons?	0
A permanent housing situation for formerly homeless persons?	0
A psychiatric hospital or other psychiatric facility?	0
A substance abuse facility?	0
A non-psychiatric hospital?	0
A foster care home?	0
Jail, prison, or a juvenile detention facility?	0
A rented room, apartment or house?	0
A house the individual owned?	0
Staying at someone else's house?	0
A hotel or motel paid for by the individual?	0
Any other prior living situation?	0
How many individuals newly receiving HOPWA assistance didn't report or refused to report their prior living situation?	0
How many individuals newly receiving HOPWA assistance during this program year reported a prior living situation of homelessness [place not for human habitation, emergency shelter, transitional housing]:	0
Also meet the definition of experiencing chronic homelessness?	0
Also were veterans?	0

Report the source(s) of cash or in-kind leveraged federal, state, local or private resources identified in either the Consolidated or Annual Plan (for formula grantees) or the grant proposal/application (for competitive grantees) and used in the delivery of the HOPWA program and the amount of leveraged dollars.

What is the amount and type of leveraged funding that was provided by any of these sources?	Funding for this Report	Was this a Housing Subsidy Assistance? Yes or No.
ESG	0	
HOME	0	
Ryan White	0	
Continuum of Care (CoC)	0	
Low-Income Housing Tax Credit	0	
Housing Choice Voucher Program	0	
Private grants	0	
In-kind resources	0	
Grantee cash	0	
Other types of private or public funding:		
Other FUNDING_1	0	
Other FUNDING_2	0	
Other FUNDING_3	0	
Other FUNDING_4	0	
Other FUNDING_5	0	
Other FUNDING_6	0	
Other FUNDING_7	0	
Other FUNDING_8	0	
Other FUNDING_9	0	
Other FUNDING_10	0	
Other FUNDING_11	0	
Other FUNDING_12	0	
Other FUNDING_13	0	
Other FUNDING_14	0	
Other FUNDING_15	0	
Program Income	0	
What was the amount of program income collected from resident rent payments in the program year?	0	
What was the amount of program income collected from other sources (non-resident payments) in the program year?	0	
Uses of Program Income	0	
What was the amount of total program income that was spent on housing assistance in the program year?	0	
What was the amount of total program income that was spent on supportive services or other non-housing costs in the program year?	0	
Rent Payments Made by HOPWA Housing Subsidy Assistance Recipients Directly to Private Landlords		
What was the amount of resident rent payment that residents paid directly to private landlords?	0	

TBRA Tab

Complete this section for all Households served with HOPWA Tenant-Based Rental Assistance (TBRA) by your organization in the reporting year.	
Question	This Report
<i>TBRA Households Served and Expenditures</i>	
How many households were served with HOPWA TBRA assistance?	0
What were the total HOPWA funds expended for TBRA rental assistance?	0
<i>Other (Non-TBRA) Rental Assistance Households Served and Expenditures (Other Non-TBRA Rental Assistance activities must be approved in the grant agreement).</i>	
How many total households were served with Other (non-TBRA) Rental Assistance?	0
What were the total HOPWA funds expended for Other (non-TBRA) Rental Assistance, as approved in the grant agreement?	0
Describe the Other (non-TBRA) Rental Assistance provided. (150 characters).	
<i>TBRA Household Total (TBRA + Other)</i>	0
<i>Income Levels for Households Served by this Activity</i>	
What is the number of households with income below 30% of Area Median Income?	0
What is the number of households with income between 31% and 50% of Area Median Income?	0
What is the number of households with income between 51% and 80% of Area Median Income?	0
<i>Sources of Income for Households Served by this</i>	
How many households accessed or maintained access to the following sources of income in the past year?	0
Earned Income from Employment	0
Retirement	0
SSI	0
SSDI	0
Other Welfare Assistance (Supplemental Nutrition Assistance Program, WIC, TANF, etc.)	0
Private Disability Insurance	0
Veteran's Disability Payment (service or non-service connected payment)	0
Regular contributions or gifts from organizations or persons not residing in the residence	0
Worker's Compensation	0
General Assistance (GA), or local program	0
Unemployment Insurance	0
Other Sources of Income	0
How many households maintained no sources of income?	0
<i>Medical Insurance for Households Served by this Activity</i>	
How many households accessed or maintained access to the following sources of medical insurance in the past year?	
MEDICAID Health Program or local program equivalent	0
MEDICARE Health Insurance or local program equivalent	0
Veterans Affairs Medical Services	0
AIDS Drug Assistance Program	0
State Children's Health Insurance Program (SCHIP)	0
Ryan White-funded Medical or Dental Assistance	0

Health Outcomes for Households Served by this	
How many HOPWA-eligible individuals served with TBRA this year have <i>ever</i> been prescribed Anti-Retroviral Therapy?	0
How many HOPWA-eligible persons served with TBRA have shown an improved viral load or achieved viral suppression?	0
Longevity for Households Served by this Activity	0
How many households have been served with TBRA for less than one year?	0
How many households have been served with TBRA for more than one year, but less than five years?	0
How many households have been served with TBRA for more than five years, but less than 10 years?	0
How many households have been served with TBRA for more than 10 years, but less than 15 years?	0
How many households have been served with TBRA for more than 15 years?	0
Housing Outcomes for Households Served by this Activity	0
How many households continued receiving HOPWA TBRA assistance into the next year?	0
How many households exited to other HOPWA housing programs?	0
How many households exited to other housing subsidy programs?	0
How many households exited to an emergency shelter?	0
How many households exited to private housing?	0
How many households exited to transitional housing (time limited - up to 24 months)?	0
How many households exited to an institutional arrangement expected to last less than six months?	0
How many households exited to institutional arrangement expected to last more than six months?	0
How many households exited to a jail/prison term expected to last less than six months?	0
How many households exited to a jail/prison term expected to last more than six months?	0
How many households exited to a situation that isn't transitional, but is not expected to last more than 90 days and their housing situation after those 90 days is uncertain?	0
How many households exited to a place not meant for human habitation?	0
How many households were disconnected from care?	0
How many of the HOPWA eligible individuals died?	0

Short Term Facility Based Housing

Complete this section for Facilities, Households served with HOPWA Short-Term or Transitional Facility-Based Housing assistance by your organization in the reporting year. <i>Examples include Short-Term and Transitional Housing Types, Facility Based Housing with a tenure of fewer than 24 months, short-term treatment or health facilities, hotel-motel vouchers.</i>	There are sixty columns for facilities. If more columns are needed, please contact the HOP				
Question	Facility 1	Facility 2	Facility 3	Facility 4	Facility 5
Facility Information					
What is the name of the housing facility?					
Is the facility a medically assisted living facility? Yes or No.					
Was the housing facility placed into service during this program year? Yes or No.					
For housing facilities placed into service during this program year, how many units were placed into service? [Do not complete if facility placed in service in prior years.]	0	0	0	0	0
Leasing -- Households and Expenditures Served by this Activity					
How many households received Transitional/Short-Term Facility-Based Housing Leasing support for each facility?	0	0	0	0	0
What were the HOPWA funds expended for Transitional/Short-Term Facility-Based Housing Leasing Costs for each facility?	0	0	0	0	0
Operating -- Households and Expenditures Served by this Activity					
How many households received Transitional/Short-Term Facility-Based Housing Operating support for each facility?	0	0	0	0	0
What were the HOPWA funds expended for Transitional/Short-Term Facility-Based Housing Operating Costs for each facility?	0	0	0	0	0
Hotel-Motel -- Households and Expenditures Served by this Activity					
How many households received Hotel-Motel cost support for each facility?	0	0	0	0	0
What were the HOPWA funds expended for Hotel-Motel Costs for each facility?	0	0	0	0	0
Other Housing Support -- Households and Expenditures Served by this Activity					
How many households received Other types of Transitional/Short-Term Facility-Based Housing support for each facility?	0	0	0	0	0
What were the HOPWA funds expended for Other types of Transitional/Short-Term Facility-Based Housing for each facility?	0	0	0	0	0
For households served with Other Transitional/Short-Term Facility-Based Housing, what type of service were they provided? (150 characters)					
ST-TFBH Deduplication					
How many households received more than one type of ST-TFBH for each facility? (Leasing, Operating, Hotel-Motel, Other)	0	0	0	0	0
Total Deduplicated Household Count	0	0	0	0	0
Income Levels for Households Served by this Activity					
What is the number of households with income below 30% of Area Median Income?	0	0	0	0	0
What is the number of households with income between 31% and 50% of Area Median Income?	0	0	0	0	0
What is the number of households with income between 51% and 80% of Area Median Income?	0	0	0	0	0
Sources of Income for Households Served by this Activity					
How many households accessed or maintained access to the following sources of income in the past year?	0	0	0	0	0
Earned Income from Employment	0	0	0	0	0
Retirement	0	0	0	0	0
SSI	0	0	0	0	0
SSDI	0	0	0	0	0
Other Welfare Assistance (Supplemental Nutrition Assistance Program, WIC, TANF, etc.)	0	0	0	0	0
Private Disability Insurance	0	0	0	0	0
Veteran's Disability Payment (service or non-service connected)	0	0	0	0	0
Regular contributions or gifts from organizations or persons not residing in the residence	0	0	0	0	0
Worker's Compensation	0	0	0	0	0
General Assistance (GA), or local program	0	0	0	0	0
Unemployment Insurance	0	0	0	0	0
Other Sources of Income	0	0	0	0	0
How many households maintained no sources of income?	0	0	0	0	0

Medical Insurance for Households Served by this Activity						
How many households accessed or maintained access to the following sources of medical insurance in the past year?						
MEDICAID Health Program or local program equivalent	0	0	0	0	0	0
MEDICARE Health Insurance or local program equivalent	0	0	0	0	0	0
Veterans Affairs Medical Services	0	0	0	0	0	0
AIDS Drug Assistance Program	0	0	0	0	0	0
State Children's Health Insurance Program (SCHIP) or local program equivalent	0	0	0	0	0	0
Ryan White-funded Medical or Dental Assistance	0	0	0	0	0	0
Longevity for Households Served by this Activity	0	0	0	0	0	0
How many households have been served by short-term/transitional facility-based housing for less than one year?	0	0	0	0	0	0
How many households have been served by short-term/transitional facility-based housing for more than one year,	0	0	0	0	0	0
How many households have been served by short-term/transitional facility-based housing for more than five years,	0	0	0	0	0	0
How many households have been served by short-term/transitional facility-based housing for more than 10 years, but less than 15 years?	0	0	0	0	0	0
How many households have been served by short-term/transitional facility-based housing for more than 15 years?	0	0	0	0	0	0
Housing Outcomes for Households Served by this Activity	0	0	0	0	0	0
How many households continued receiving this type of HOPWA assistance into the next year?	0	0	0	0	0	0
How many households exited to other HOPWA housing programs?	0	0	0	0	0	0
How many households exited to other housing subsidy programs?	0	0	0	0	0	0
How many households exited to an emergency shelter?	0	0	0	0	0	0
How many households exited to private housing?	0	0	0	0	0	0
How many households exited to transitional housing (time limited - up to 24 months)?	0	0	0	0	0	0
How many households exited to institutional arrangement expected to last less than six months?	0	0	0	0	0	0
How many households exited to institutional arrangement expected to last more than six months?	0	0	0	0	0	0
How many households exited to a jail/prison term expected to last less than six months?	0	0	0	0	0	0
How many households exited to a jail/prison term expected to last more than six months?	0	0	0	0	0	0
How many households exited to a situation that isn't transitional, but is not expected to last more than 90 days and their housing situation after those 90 days is uncertain?	0	0	0	0	0	0
How many households exited to a place not meant for human	0	0	0	0	0	0
How many households were disconnected from care?	0	0	0	0	0	0
How many of the HOPWA eligible individuals died?	0	0	0	0	0	0

STRMU Tab

Complete this section for all Households served with HOPWA Short-Term Rent, Mortgage, and Utilities Assistance (STRMU) by your organization in the reporting year.	
Question	This Report
Households Served by this Activity - STRMU Breakdown	
a. How many households were served with STRMU mortgage assistance only ?	0
b. How many households were served with STRMU rental assistance only ?	0
c. How many households were served with STRMU utilities assistance only ?	0
d. How many households received more than one type of STRMU assistance?	0
STRMU Households Total	0
STRMU Expenditures	
What were the HOPWA funds expended for the following budget line items?	
STRMU mortgage assistance	0
STRMU rental assistance	0
STRMU utility assistance	0
Total STRMU Expenditures	0
Income Levels for Households Served by this Activity	0
What is the number of households with income below 30% of Area Median Income?	0
What is the number of households with income between 31% and 50% of Area Median Income?	0
What is the number of households with income between 51% and 80% of Area Median Income?	0
Sources of Income for Households Served by this Activity	
How many households accessed or maintained access to the following sources of income in the past year?	0
Earned Income from Employment	0
Retirement	0
SSI	0
SSDI	0
Other Welfare Assistance (Supplemental	0
Private Disability Insurance	0
Veteran's Disability Payment (service or non-	0
Regular contributions or gifts from organizations	0
Worker's Compensation	0
General Assistance (GA), or local program	0
Unemployment Insurance	0
Other Sources of Income	0
How many households maintained no sources of income?	0

Medical Insurance for Households Served by this Activity	
How many households accessed or maintained access to the following sources of medical insurance in the past year?	
MEDICAID Health Program or local program equivalent	0
MEDICARE Health Insurance or local program equivalent	0
Veterans Affairs Medical Services	0
AIDS Drug Assistance Program	0
State Children's Health Insurance Program (SCHIP) or local program equivalent	0
Ryan White-funded Medical or Dental Assistance	0
Longevity for Households Served by this Activity	0
How many households have been served by STRMU for the first time this year?	0
How many households also received STRMU assistance during the previous STRMU eligibility period?	0
How many households received STRMU assistance more than twice during the previous five eligibility periods?	0
How many households received STRMU assistance during the last five consecutive eligibility periods?	0
Housing Outcomes for Households Served by this Activity	0
How many households continued receiving this type of HOPWA assistance into the next year?	0
How many households exited to other HOPWA housing programs?	0
How many households exited to other housing subsidy programs?	0
How many households exited to an emergency shelter?	0
How many households served with STRMU were able to maintain a private housing situation without subsidy?	0
How many households exited to transitional housing (time limited - up to 24 months)?	0
How many households exited to institutional arrangement expected to last less than six months?	0
How many households exited to institutional arrangement expected to last more than six months?	0
How many households exited to a jail/prison term expected to last less than six months?	0
How many households exited to a jail/prison term expected to last more than six months?	0
How many households exited to a situation that isn't transitional, but is not expected to last more than 90 days and their housing situation after those 90 days is uncertain?	0
How many households exited to a place not meant for human habitation?	0
How many households were disconnected from care?	0
How many of the HOPWA eligible individuals died?	0
How many households are likely to need additional Short-Term Rent, Mortgage and Utilities assistance to maintain the current housing	0

Permanent Housing Placement

Complete this section for all Households served with HOPWA Permanent Housing Placement (PHP) assistance by your organization in the reporting year.	
Question	This Report
Households Served by this Activity	
How many households were served with PHP assistance?	0
PHP Expenditures for Households Served by this Activity	
What were the HOPWA funds expended for PHP?	0
Sources of Income for Households Served by this Activity	
How many households accessed or maintained access to the following sources of income in the	0
Earned Income from Employment	0
Retirement	0
SSI	0
SSDI	0
Other Welfare Assistance (Supplemental Nutrition Assistance Program, WIC, TANF, etc.)	0
Private Disability Insurance	0
Veteran's Disability Payment (service or non-service connected payment)	0
Regular contributions or gifts from organizations or persons not residing in the residence	0
Worker's Compensation	0
General Assistance (GA), or local program	0
Unemployment Insurance	0
Other Sources of Income	0
How many households maintained no sources of income?	0
Medical Insurance for Households Served by this Activity	
How many households accessed or maintained access to the following sources of medical insurance in the past year?	
MEDICAID Health Program or local program equivalent	0
MEDICARE Health Insurance or local program equivalent	0
Veterans Affairs Medical Services	0
AIDS Drug Assistance Program	0
State Children's Health Insurance Program (SCHIP) or local program equivalent	0
Ryan White-funded Medical or Dental Assistance	0
Housing Outcomes for Households Served by this Activity	
	0
<i>In the context of PHP, "exited" means the housing situation into which the household was placed using the PHP assistance.</i>	
How many households exited to other HOPWA housing programs?	0
How many households exited to other housing subsidy programs?	0
How many households exited to private housing?	0

Housing Information Services Tab

Complete for all households served with HOPWA-funded Housing Information Services by your organization in the reporting year.	
Question	This Report
Households Served by this Activity	
How many households were served with housing information services?	0
Housing Information Services Expenditures	
What were the HOPWA funds expended for Housing Information Services?	0

Supportive Services Tab

Complete for all households served with HOPWA funded Supportive Services by your organization in the reporting year.		
<i>Note that this table also collects HOPWA Supportive Service expenditures.</i>		
Questions	This Report	
Households and Expenditures for Supportive Service Types	Number of Households	Expenditures
What were the expenditures and number of households for each of the following types of supportive services in the program year?		
Adult Day Care and Personal Assistance	0	0
Alcohol-Drug Abuse	0	0
Child Care	0	0
Case Management	0	0
Education	0	0
Employment Assistance and Training	0	0
Health/Medical Services	0	0
Legal Services	0	0
Life Skills Management	0	0
Meals/Nutritional Services	0	0
Mental Health Services	0	0
Outreach	0	0
Transportation	0	0
Any other type of HOPWA funded, HUD approved supportive service?	0	0
What were the other type(s) of supportive services provided? (150 characters)		
Deduplication of Supportive Services		
How many households received more than one of any type of Supportive Services?	0	

Other Competitive Activity Tab

Only Competitive Grantees with an "Other Housing Activity" approved in their grant agreement should	
"Other" Housing Activities -- Households and Expenditures Served by this Activity	This Report
How many households were served with "Other Housing Activity" assistance?	0
What were the HOPWA funds expended for "Other Housing Activity" assistance?	0
What is the "Other" HOPWA budget line item approved in the grant agreement? (150 characters)	

ATC & Totals Tab

Activity Review	TBRA	P-FBH	ST-TFBH	STRMU	PHP	Housing Info	SUPP SVC	Other Competitive Activity
Total Households Served in ALL Activities from this report for each Activity .	0	0	0	0	0	0	0	0
Housing Subsidy Assistance Household Count Deduplication								
<i>Total Housing Subsidy Assistance (from the TBRA, P-FBH, ST-TFBH, STRMU, PHP, Other Competitive Activity counts above)</i>	0							
How many households received more than one type of HOPWA Housing Subsidy Assistance for TBRA, P-FBH, ST-TFBH, STRMU, PHP, Other Competitive Activity?	0							
Total Unduplicated Housing Subsidy Assistance Household Count	0							
Access to Care (ATC)								
Complete HOPWA Outcomes for Access to Care and Support for all households served with HOPWA housing assistance and "other competitive activities" in the reporting year.								
Questions	This Report							
How many households had contact with a case manager?	0							
How many households developed a housing plan for maintaining or establishing stable housing?	0							
How many households accessed and maintained medical insurance and/or assistance?	0							
How many households had contact with a primary health care provider?	0							
How many households accessed or maintained qualification for sources of income?	0							
How many households obtained/maintained an income-producing job during the program year (with or without any HOPWA-related assistance)?	0							
Subsidy Assistance with Supportive Service, Funded Case Management								
Questions	This Report							
How many households received any type of HOPWA Housing Subsidy Assistance and HOPWA Funded Case	0							
How many households received any type of HOPWA Housing Subsidy Assistance and HOPWA Supportive	0							

Capital Development Tab

Question	Facility 1	Facility 2	Facility 3	Facility 4
Complete for all HOPWA Facility-based Capital Development Projects that received Capital Development funds in this reporting year. This includes projects that received HOPWA Capital Development funds and opened to residents in this reporting year. <i>Note: Scattered site facilities may be reported as one facility.</i>		<i>Capital Development means the use of HOPWA funds to construct, acquire, or rehabilitate a housing facility.</i>		
Facility Information				
What is the name of the facility using HOPWA for capital development (acquisition or rehabilitation)?				
For facilities being rehabilitated, what was the total amount of funding spent on rehabilitation?	0	0	0	0
What type of development was funded (new construction, rehabilitation, acquisition)?				
For facilities being rehabilitated only , what is the final value of the building after rehabilitation is complete?	0	0	0	0
What type of housing (Permanent or Short-term/Transitional) was developed?				
For Capital Development facilities, what is the purchase or lease date of the property?				
For Capital Development facilities, what is the date the construction or rehabilitation started (if applicable)?				
Capital Development Expenditures				
How much was expended in this year on acquisition, for each facility?	0	0	0	0
How much was expended on rehabilitation, for each facility?	0	0	0	0
How much was expended on new construction, for each facility?	0	0	0	0
Was the development facility placed into service during this program year? Yes or No.				
Complete for Capital Development Facilities Opened This Year ONLY. If the facility was not opened this year, skip this section.				
How many total units were placed into service this year?	0	0	0	0
What date did the supportive services begin?				
What date was the construction or rehabilitation completed?				
What date did residents begin to occupy the facility?				
Is there a waiting list maintained for the facility? Yes or No.				
If there is a waiting list, how many households are on the waiting list?	0	0	0	0
How many total units (HOPWA and non-HOPWA units) were developed in this facility?	0	0	0	0
How many units in this facility were developed with HOPWA funds?	0	0	0	0
For all Facilities	Total Units Designated for the Chronically Homeless	Total Units Designated to Assist the Homeless	Total Units Energy-Star Compliant	Total Units 504 Accessible – Mobility Units – Sensory Units
For units constructed (new) and/or acquired <u>with or without rehab</u> :	0	0	0	0
For rental units rehabbed:	0	0	0	0
For homeownership units constructed (if approved):	0	0	0	0

VAWA Tab

Complete for all households who requested Violence Against Women Act (VAWA) protections per 24 CFR 5.2005 with your organization in the reporting year.

Question	This Report
How many internal emergency transfers were requested?	0
How many internal emergency transfers were granted?	0
How many external emergency transfers were requested?	0
How many external emergency transfers were granted?	0
How many emergency transfers were denied?	0

**HOME Repair Program
Subrecipient Agreement**

**CITY OF FRESNO
COMMUNITY DEVELOPMENT BLOCK SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, entered this [day] day of [Month], 20[year], by and between the City of Fresno, California, a municipal corporation, (RECIPIENT) and [Subrecipient name], a non-profit corporation (SUBRECIPIENT).

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", provides funding under its Community Development Block Grant Program, hereinafter "CDBG", as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, RECIPIENT is a recipient of CDBG funding for fiscal year 2027 for use in funding eligible activities furthering established national objectives to benefit its low- and moderate- income residents as defined in the Act; and

WHEREAS, RECIPIENT in accordance with its 2025-2029 Consolidated Plan and Planning Year 2026-2027 Annual Action Plan, as amended, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in **Exhibit A**, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. [RESOLUTION NUMBER], the City Manager is authorized to execute CDBG Subrecipient Agreements, on behalf of RECIPIENT, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on [Date], and unless terminated earlier pursuant to the terms of this Agreement, shall continue until [Date]. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to RECIPIENT and consistent with any standards required as a condition of providing these funds. SUBRECIPIENT will also perform the services set forth in **Exhibit A** entitled "Scope of Work" attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208 and consistent with 2 CFR 200.

RECIPIENT will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by

RECIPIENT will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by RECIPIENT, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to RECIPIENT, on the form provided by the RECIPIENT as **EXHIBIT F**, a completed performance report providing the requested information and data. The performance report shall be submitted within 15 days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by RECIPIENT are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID (UEI#):
- Federal Award Identification Number: B-26-MC-06-0001
- Federal Award Date:
- Period of Performance:
- Federal Funds Obligated by this Agreement: CDBG
- Total Federal Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal Award:
- Federal Award project description: See **Exhibit A**-Scope of Work
- Name of Federal awarding agency: Dept. of Housing Urban Development
- Name of pass-through entity: City of Fresno, California
- Award Official Contact Information: See Section 20 - Notices
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: % or current federally negotiated rate.

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

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records demonstrating the specific services provided;
- d) Records required to determine the eligibility of activities;
- e) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g) Financial records as required by 2 CFR Part 200 as amended by 24 CFR 570.502, and
- h) Other records necessary to document compliance with Subpart K of 24 CFR

Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of five years from the date of the notice of closeout of the subrecipient agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the five-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the RECIPIENT to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

RECIPIENT shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with RECIPIENT and any federal auditors authorized by RECIPIENT and shall make available all information, documents, and records reasonably requested and shall provide RECIPIENT the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget (Budget) attached hereto as **Exhibit B** and incorporated herein. No request for reimbursement shall be issued for expenditures that deviate from the approved Budget without prior written approval from the RECIPIENT of the proposed Budget modification. Prior to submitting a request for reimbursement, the SUBRECIPIENT shall submit a written Budget Modification Request to RECIPIENT. The Budget Modification Request must account for all line-item adjustments, not exceed the overall award amount, and include a justification for the requested adjustment. The Budget Modification Request must be reviewed and approved in writing by the RECIPIENT before any reimbursement will be processed. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by RECIPIENT under this Agreement shall not exceed \$[MONETARY AMOUNT] (Grant Award) for eligible expenses incurred during the period of performance. SUBRECIPIENT shall submit to RECIPIENT a request for reimbursement, in a form acceptable to RECIPIENT, on a monthly basis for the term of the Agreement. Said request shall be accompanied with all required supporting documentation, including but not limited to paid receipts, invoices and full tour of duty timesheets, to allow RECIPIENT to determine compliance with applicable federal regulations, including cost allowability.

RECIPIENT shall pay all approved requests for reimbursement pursuant to this Agreement within the normal course of business, typically within thirty (30) days of receipt of a correctly completed and supported request for reimbursement. If RECIPIENT disallows any cost submitted by SUBRECIPIENT, typically within ten business days

RECIPIENT will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to RECIPIENT within thirty days of the earlier of termination of this Agreement or notice by RECIPIENT. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the RECIPIENT.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

RECIPIENT will not be obligated to make any payments under this Agreement if the request for reimbursement is received by the RECIPIENT more than 60 days after the date of termination of this Agreement or the date of expiration of this Agreement, whichever occurs first.

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, or other federal agencies, and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to RECIPIENT, whether earned by or promised to SUBRECIPIENT, and/or should RECIPIENT in any fiscal year hereunder fail to allocate CDBG funds, RECIPIENT shall not provide said funds unless and until they are made available for payment to RECIPIENT by HUD and RECIPIENT receives and allocates said funds. No other funds owned or controlled by RECIPIENT shall be obligated under this Agreement to the Project(s). Should sufficient funds not be appropriated, the services provided may be modified, or this Agreement terminated at any time by the RECIPIENT as provided in section 13 below.

5. PROGRESSIVE EXPENDITURE DEADLINES AND REQUEST FOR REIMBURSEMENT DEADLINES

In order to expend the HUD CDBG funding in a timely manner, the SUBRECIPIENT shall submit requests for reimbursement on a monthly basis. SUBRECIPIENT shall submit requests for reimbursement to RECIPIENT by the end of the month for eligible expenses incurred during the preceding month. SUBRECIPIENT shall expend 25% of the Grant Award by [DATE]; 50% of the Grant Award by [DATE]; 75% of the Grant Award by [DATE]; and 100% of the Grant Award by [DATE]. SUBRECIPIENT shall demonstrate it has met Progressive Expenditure Deadlines of eligible CDBG expenditures within 30 days of the respective Progressive Expenditure Deadlines as follows: requests for reimbursement of an amount not less than 25% of the Grant Award's allowed cost must be made by [DATE]; requests for reimbursement of an amount not less than 50% of the Grant Award's allowed cost must be made by [DATE]; requests for reimbursement of an amount not less than 75% of the Grant Award's allowed cost must be made by [DATE]; and requests for

reimbursement of an amount not less than 100% of the Grant Award's allowed cost must be made by [DATE]. Failure to meet the expenditure deadlines outlined in **Exhibit G** may result in the recapture of an amount equal to the difference between the required expenditure by the applicable deadline and the actual expenditures included in reimbursement requests received by the deadline.

6. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

7. OMB GUIDANCE FOR FEDERAL FINANCIAL ASSISTANCE

SUBRECIPIENT shall adhere to and follow the OMB Guidance for Federal Financial Assistance found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information RECIPIENT designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises, veteran-owned businesses, and labor surplus area firms the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority, female, and veteran-owned business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours

and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E;
- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

SUBRECIPIENT shall comply with the Whistleblower protections of the U.S. federal regulations at 2 CFR 200.217.

8. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to RECIPIENT a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$1,000,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to RECIPIENT and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the

auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

RECIPIENT shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

9. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to RECIPIENT any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

10. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as **Exhibit D**. Upon written request, RECIPIENT may grant an exception to the conflict of interest provisions on a case-by-case basis.

11. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions

against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in **Exhibit E**.

12. CLOSEOUT AND REVERSION OF ASSETS

RECIPIENT will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT.

Unless provided an extension through written notification by RECIPIENT, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit all financial, performance, and other reports as required by the terms of this Agreement;

- Liquidate all obligations incurred under the Agreement; and
- Transfer to RECIPIENT any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT'S obligations to RECIPIENT shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to RECIPIENT any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse RECIPIENT the percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

13. SUSPENSION AND TERMINATION

This Agreement shall terminate without any liability of RECIPIENT to SUBRECIPIENT upon the earlier of: (i) the happening of an Event of Default by SUBRECIPIENT and a failure to cure said Event of Default within the time specified in the notice of Event of Default; (ii) seven calendar days prior written notice without cause by RECIPIENT to SUBRECIPIENT; (iii) RECIPIENT'S non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the services provided by SUBRECIPIENT; or (iv) expiration of this Agreement.

Termination for Convenience. In addition, to the above methods of termination, this Agreement may be terminated by either party if SUBRECIPIENT and RECIPIENT

mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, RECIPIENT may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, RECIPIENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of RECIPIENT, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

14. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the RECIPIENT within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

15. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning RECIPIENT under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to RECIPIENT.

16. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify RECIPIENT in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by RECIPIENT within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in **Exhibit C**.

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to RECIPIENT for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by RECIPIENT without prior written approval.

17. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of RECIPIENT for any purpose. RECIPIENT shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, RECIPIENT shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and RECIPIENT. SUBRECIPIENT shall have no authority to bind RECIPIENT absent RECIPIENT's express written consent. Except to the extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to RECIPIENT's employees. SUBRECIPIENT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, SUBRECIPIENT shall be solely responsible, indemnify, defend and save RECIPIENT harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in RECIPIENT employment benefits, entitlements, programs and/or funds offered employees of RECIPIENT whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, SUBRECIPIENT may be providing services to others unrelated to RECIPIENT or to this Agreement.

18. INDEMNIFICATION

To the furthest extent allowed by law, SUBRECIPIENT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

19. INSURANCE

Throughout the life of this Agreement, SUBRECIPIENT shall pay for and maintain in full force and effect all insurance as required in **Exhibit C** or as may be authorized in writing by RECIPIENT'S Risk Manager or his or her designee at any time and in his or her sole discretion.

If at any time during the life of the Agreement or any extension, SUBRECIPIENT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to SUBRECIPIENT shall be withheld until notice is received by RECIPIENT that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to RECIPIENT. Any failure to maintain the required insurance shall be sufficient cause for RECIPIENT to terminate this Agreement. No action taken by RECIPIENT pursuant to this section shall in any way relieve SUBRECIPIENT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by RECIPIENT that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by SUBRECIPIENT shall not be deemed to release or diminish the liability of SUBRECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify RECIPIENT shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SUBRECIPIENT, its principals, officers, agents, employees, persons under the supervision of

SUBRECIPIENT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

20. NOTICES

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

Communication and details concerning this Agreement shall be directed to the following contract representatives:

RECIPIENT

City of Fresno
Planning and Development
Department, Community
Development Division
2600 Fresno Street Room 3065
Fresno, CA 93721

SUBRECIPIENT

[Subrecipient Name]
[Attention]
[Subrecipient Address]
[Subrecipient Address]

21. AMENDMENTS

RECIPIENT or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the RECIPIENT's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the RECIPIENT or SUBRECIPIENT from its obligations under this Agreement. Notwithstanding the foregoing, approval of the City Council is not required for (i) insubstantial adjustments in line items within the total approved budget; not affecting the total approved budget amount, approved by the manager of the Community Development Division of the Planning and Development Department of the City (Administrator) or his or her designee; (ii) insubstantial changes in the nature or scope of services specified in this Agreement approved by the Administrator in his/her sole discretion, (iii) changes to the insurance requirements specified in **Exhibit C** approved by the City's Risk Manager in his/her sole discretion and (iv) an extension to the term of the Agreement, not to exceed six months, in Administrator's sole discretion.

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

22. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the RECIPIENT.

23. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

24. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

27. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

28. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

29. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both RECIPIENT and SUBRECIPIENT.

30. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

31. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse RECIPIENT for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by RECIPIENT as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

32. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.

33. HEADINGS

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

34. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

35. NO THIRD-PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against RECIPIENT under any circumstances. Except as provided by law, or as otherwise agreed to in writing between RECIPIENT and such person, each such person shall be deemed to have waived in writing all right to seek redress from RECIPIENT under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

36. NO WAIVER

Neither failure nor delay on the part of the RECIPIENT in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the RECIPIENT by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the RECIPIENT's right to take other or further action in any circumstances without notice or demand.

37. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on RECIPIENT, its agents, employees or attorneys in entering into this Agreement.

38. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

39. SEVERABILITY

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

RECIPIENT

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White,
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____ Date
Deputy City Attorney

ATTEST:
AMY K. ALLER,
Interim City Clerk

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: Karen Jenks,
Housing & Neighborhood
Revitalization Manager
2600 Fresno Street, room 3065
Fresno, CA 93721
Phone: (559) 621-8300

SUBRECIPIENT

[SUBRECIPIENT NAME]
[LEGAL IDENTITY]

By: _____

Name: _____

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

SUBRECIPIENT:
[Suprecipient Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

Attachments:

- EXHIBIT A: SCOPE OF WORK
- EXHIBIT B: PROPOSED BUDGET
- EXHIBIT C: INSURANCE REQUIREMENTS
- EXHIBIT D: CONFLICT OF INTEREST
- EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- EXHIBIT F: QUARTERLY REPORT
- EXHIBIT G: SPENDING PLAN

EXHIBIT A

SCOPE OF WORK

Matrix Code: 14A Rehab: Single-Unit Residential (1 Unit)
National Objective: LMH
CDBG Eligibility: 24 CFR 570.202
Goal:

Records to Be Maintained

The subrecipient shall maintain records including, but not limited to:

Basic Activity Information

The SUBRECIPIENT shall maintain a project file that contains a full description of each activity assisted with CDBG funds, including its location, the amount of CDBG funds budgeted, obligated and expended for the activity, and the eligibility and national objective under which it is eligible.

Data on the extent to which each racial and ethnic group and have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

Financial Management Records

The SUBRECIPIENT shall maintain financial records in accordance with the applicable requirements listed in Sec. 570.502, including source documentation.

The project file must document how the CDBG funds are expended. Such documentation must include, to the extent applicable:

- Invoices with supporting documentation
- Evidence that adequate procurement practices were in place and followed
- Schedules containing comparisons of budgeted amounts and actual expenditures,
- Construction progress schedules signed by appropriate parties (e.g., general contractor and/or a project architect), if applicable
- Other documentation appropriate to the nature of the activity

National Objective Compliance - Low Mod Housing Activities (LMH) – Owner

The SUBRECIPIENT shall maintain records for each owner-occupied unit, including:

- The total cost of the activity, including both CDBG and non-CDBG funds.
- A determination of beneficiary's household size and estimated annual income (as defined under the 24 CFR 5.609) completed and signed by the SUBRECIPIENT supported by documentation such as pay stubs and other accepted forms of income verification.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID (DUNS):
- Federal Award Identification Number:
- Federal Award Date:
- Period of Performance:
- Federal Funds Obligated by this Agreement: CDBG
- Total Federal Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal Award:
- Federal Award project description: See **Exhibit A** – Scope of Work
- Name of Federal awarding agency: Dept. of Housing Urban Development
- Name of pass-through entity: City of Fresno, California
- Award Official Contact Information: See Section 20 – Notices
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: % or current federally negotiated rate.

EXHIBIT B
PROPOSED BUDGET

EXHIBIT C
INSURANCE REQUIREMENTS

RISK TO INSERT INSURANCE REQUIREMENTS FOLLOWING RECEIPT OF SCOPE OF WORK

**EXHIBIT D
CONFLICT OF INTEREST**



**Housing and Community Development
Division Planning and Development
Department**

No Conflict of Interest Certification – HUD CDBG, HOME, ESG and HOPWA

Name of Subrecipient or Applicant

Conflict of Interest Regulations may be found at: 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1)

Subrecipient or Applicant acknowledges and understands that, under HUD conflict of interest rules under 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1), an employee, agent, consultant, officer, or elected or appointed official of the subrecipient, applicant or City of Fresno who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG, HOME, ESG or HOPWA funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities (each “Covered Person”), may not obtain a financial interest or benefit from a CDBG, HOME, ESG or HOPWA-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(SELECT ONLY THE CERTIFICATION THAT APPLIES TO THIS AGREEMENT OR APPLICATION. DO NOT SIGN BOTH.)

Subrecipient or Applicant hereby certifies that no “covered person” in its agency or corporation is currently a Covered Person and has not been a Covered Person for a period of at least one (1) calendar year prior to the date of this agreement or application.

_____	_____	_____
Name	Signature	Date

OR

Subrecipient or Applicant hereby certifies that subrecipient/applicant organization includes a Covered Person as defined above, or because subrecipient/applicant has a family or business relationship with a Covered Person.

_____	_____	_____
Name	Signature	Date

Please provide a separate certification for each “covered person” and select the type of covered person.

- Employee Agent Consultant Officer Elected Official Appointed Official

The Covered Person is:

- Subrecipient/Applicant “covered person”
- Family member-name: _____ (please print clearly)
- Business associate-name: _____ (please print clearly)

A Covered Person does not automatically disqualify an entity from participating in a HUD assisted program. If a covered person is identified, the Senior Management Analyst or Project Manager will assist you with the additional steps that must be taken before the organization’s agreement or application can be funded.

A person may become a “covered person” at any time during the implementation process and this will include beneficiaries receiving assistance provided through this agreement or application who are or have a relationship with a covered person of the applicant or of City of Fresno. A new certification is required each time a covered person is identified.

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which

he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.323 Procurement of recovered materials.

(L) See §200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

(M) See §200.322 Domestic preferences for procurements.

**EXHIBIT F
QUARTERLY REPORT**



**QUARTERLY PERFORMANCE REPORT
CDBG SUBRECIPIENT HOME REPAIR PROGRAM**

Name of Agency: _____

Project: _____

Submittal Date: _____ Project Completed: _____ %

Reporting Period:

January 1, 20__ to March 31, 20__ April 1, 20__ to June 30, 20__

July 1, 20__ to September 30, 20__ October 1, 20__ to December 31, 20__

I. PROGRESS NARRATIVE

A. Provide the status of the activity during the reporting period (include units completed, applications reviewed, projects pending construction completion):

B. Describe problems/delays encountered and course of action taken:

C. Describe activities to be completed in the next reporting period:

D. What actions have been taken to achieve program completion:

II. CDBG FUNDS EXPENDITURES (PAYMENT REQUESTS DURING QUARTER)

Request Number	Date of Request	Amount Requested

**III. Beneficiary Information:
SUBMIT ACCOMPLISHMENT SPREADSHEET FOR COMPLETED PROJECTS ONLY
WITH EACH QUARTERLY REPORT**

IV. ADDITIONAL COMMENTS:

Print Name and Title _____

Signature _____ Date _____

Reviewed by City Staff (Signature) _____ Date _____

EXHIBIT G
SPENDING PLAN