

## HOME INVESTMENT PARTNERSHIPS – AMERICAN RESCUE ACT PROGRAM SUBRECIPIENT AGREEMENT

THIS HOME Investment Partnerships Program SUBRECIPIENT Agreement (the Agreement) is made and entered into, effective July 01, 2026, by and between the CITY OF FRESNO, California, a municipal corporation, acting through its Planning and Development Department, Community Development Division (RECIPIENT), and the Poverello House, a California Non-profit (SUBRECIPIENT).

WHEREAS, the RECIPIENT has received a HOME Investment Partnerships – American Rescue Act Program (HOME-ARP Program) grant from the U.S. Department of Housing and Urban Development (HUD), under Title II of the Cranston-Gonzalez National Affordable Rental Housing Act of 1990, as amended (the Act).

WHEREAS, the RECIPIENT is a recipient of Grant Year 2021 HOME-ARP Program funding for use during fiscal year 2027 (FY 2027) for use in funding eligible activities furthering established in project objectives to benefit homeless persons and persons at risk of becoming homeless as defined in the Act; and

WHEREAS, the RECIPIENT in accordance with its PY 2020-2024 Consolidated Plans and PY 2021-2022 Annual Action Plans, as amended, desires to designate SUBRECIPIENT to administer a portion of its HOME-ARP Program to provide rental assistance to homeless persons or those threatened with homelessness, as more fully described in **Exhibit A**, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, the SUBRECIPIENT is designated to carry-out all actions necessary to implement the HOME-ARP Program objectives of providing supportive services to eligible individuals and households; and

WHEREAS, pursuant to City Resolution No. 2022-128, the City Manager is authorized to execute, on behalf of the RECIPIENT, HOME-ARP agreements that are within available allocated HOME-ARP funding and in a standard form approved by the City Attorney.

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

### **I. SCOPE OF SERVICE**

#### **A. SUBRECIPIENT Activities**

In accordance with federal HOME-ARP Program regulations 24 CFR § 92 and U.S. Department of Housing and Urban Development Community Planning and Development Notice CPD-21-10, SUBRECIPIENT agrees to utilize funds made available under this Agreement for the purpose of implementing the Supportive Services Program (Program) for eligible persons in accordance with the definitions and requirements of the HOME-ARP Program and this Agreement as described in the Scope of Services and Budget set forth in **Exhibits A** and **B** respectively.

The SUBRECIPIENT will be responsible for administering the Program in a manner satisfactory to the RECIPIENT and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the HOME-ARP Program:

1. McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of McKinney-Vento.
2. Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and are revised, supplemented, and streamlined in Section VI.D.4.c.i of Notice CPD-21-10.
3. Housing Counseling Services: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted. The requirements at 24 CFR 5.111 state that any housing counseling, as defined in 24 CFR 5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x.
4. Maintain client files and documentation of program eligibility.

**B. RECIPIENT Activities**

RECIPIENT will oversee SUBRECIPIENT's administration of the Program to ensure compliance with any standards required as a condition of providing HOME-ARP Program funds. RECIPIENT will also perform the following activities under the Program:

1. Administer the Program, in conjunction with the City of Fresno 2021 HOME-ARP Allocation Plan;
2. Review and monitor for Program compliance and efficiency.
3. Manage and remit all reimbursement requests.
4. Report to HUD via the Integrated Disbursement Information System (IDIS), using, in part, data provided by SUBRECIPIENT.
5. Monitor all SUBRECIPIENT activities to ensure compliance with the terms of the Agreement and all HOME requirements.

**C. Program Objectives**

RECIPIENT has determined, and SUBRECIPIENT certifies, that the activities carried out under this Agreement further the policy and intent of the HOME-ARP Program goals and objectives.

**D. Performance Monitoring**

RECIPIENT will monitor the performance of the SUBRECIPIENT against goals and performance standards as stated above through quarterly reports found in

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

**II. TIME OF PERFORMANCE**

Services of the SUBRECIPIENT shall start on the 1st day of July, 2026, and end on the 30th day of June, 2027. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of HOME-ARP funds or other HOME-ARP assets, including Program Income.

**III. PROGRESSIVE EXPENDITURE DEADLINE AND REQUEST FOR PAYMENT DEADLINES**

In order to expend the HOME-ARP 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 September 30, 2026; 50% of the Grant Award by December 31, 2026; 75% of the Grant Award by March 31, 2027; and 100% of the Grant Award by June 30, 2027. SUBRECIPIENT shall make Progressive Reimbursement Request Deadlines of eligible HOME-ARP expenditures within 30 days of the respective Progressive Expenditure Deadlines. SUBRECIPIENT shall make reimbursement requests no later than 30 days after Progressive Expenditure Deadlines as follows: a request for reimbursement of an amount not less than 25% of the Grant Award's allowed cost must be made by October 31, 2026; a request for reimbursement of an amount not less than 50% of the Grant Award's allowed cost must be made by January 31, 2027; a request for reimbursement of an amount not less than 75% of the Grant Award's allowed cost must be made by April 30, 2027; and a request for reimbursement of an amount not less than 100% of the Grant Award's allowed cost must be made by July 31, 2027. Failure to meet the expenditure deadlines outlined in Exhibit G will result in the recapture of an amount equal to the difference between the required expenditure by the applicable deadline and the actual expenditure by the deadline.

**IV. BUDGET**

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as **Exhibit B** and incorporated herein, provided that the specific line-item amounts in said Budget may be varied, added and/or stricken, and further provided that in any event total Grant funds disbursed in pursuit of said Budget shall not exceed RECIPIENT's \$293,616.00 available and allocated HOME-ARP Program Funding during the term hereof. 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.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the RECIPIENT may require a more detailed budget breakdown than the one contained herein, and the SUBRECIPIENT shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the RECIPIENT. Any amendments to the budget must be approved in writing by both the RECIPIENT and the SUBRECIPIENT.

## **V. PAYMENT**

SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of HOME-ARP Program funds as described herein. It is expressly agreed and understood that the total amount to be paid by the RECIPIENT under this Agreement shall not exceed \$293,616.00. Reimbursements for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance. RECIPIENT shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, within thirty (30) days of receipt. If RECIPIENT disallows any cost submitted by SUBRECIPIENT, within ten business days RECIPIENT will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

SUBRECIPIENT shall use the funds provided by RECIPIENT solely in pursuit of providing supportive services to the targeted population. 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 and this Agreement. Any unearned or recaptured HOME-ARP Program funding shall be returned to the RECIPIENT within thirty days of the earlier of termination of this Agreement or notice by RECIPIENT. Any interest earned or received by the SUBRECIPIENT thereon shall be remitted to the RECIPIENT. 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.

SUBRECIPIENT understands and agrees that the availability of HOME-ARP Program Funds is subject to the control of HUD, or other federal agencies, and should the HOME 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 said 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).

**VI. 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 representatives:

**RECIPIENT**

City of Fresno  
Planning & Development  
Department/Community  
Development Division  
Attn: Karen Jenks  
2600 Fresno Street Room 3065  
Fresno, CA 93721

**SUBRECIPIENT**

Poverello House  
Attn: Zach D. Darrah  
412 F. Street  
Fresno, CA 93607

**VII. GENERAL CONDITIONS**

A. Implement of Project

The 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, the SUBRECIPIENT shall notify the RECIPIENT in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by the RECIPIENT within forty-five days of said official notification.

B. Debarment

SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

C. General Compliance

The SUBRECIPIENT agrees to comply with any applicable laws, ordinances, regulations and orders of the State, local and Federal governments, including but not limited to: the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the U.S. Housing and Urban Development regulations concerning HOME Investment Partnerships Program (HOME) including subpart H of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's

environmental responsibilities described in 24 CFR 92.352 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

D. 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.

E. 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.

F. Workers' Compensation

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

G. Insurance & Bonding

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

H. Recognition

The SUBRECIPIENT shall acknowledge the contribution of the HOME-ARP Program in all published literature, brochures, programs, flyers, etc., during the term of this Agreement. The SUBRECIPIENT shall also insure recognition of the role of the RECIPIENT in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Sub-Contracts

Any work or services subcontracted by SUBRECIPIENT shall be specified by written contract or agreement, and such subcontracts shall be subject to each provision of the Agreement and applicable City, State and Federal guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, such subcontracts must be submitted by the SUBRECIPIENT to the RECIPIENT for its review and approval, which will specifically include a determination of compliance.

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards established by the City, State and HUD.

Reimbursements for such services will be made at the SUBRECIPIENT's cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the SUBRECIPIENT or reimbursed by the City without prior written approval.

J. Amendments

The 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 Housing and 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 its sole discretion, (iii) changes to the insurance requirements specified in **Exhibit E** approved by the City's Risk Manager in its sole discretion and (iv) an extension to the term of the Agreement, not to exceed six months, in Administrator's sole discretion.

The 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.

K. Suspension or Termination

In accordance with 2 CFR 200 Subpart D, the RECIPIENT may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;  
or
4. Submission by the SUBRECIPIENT to the RECIPIENT reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 Subpart D, this Agreement may also be terminated for convenience by either the RECIPIENT or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the RECIPIENT determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the RECIPIENT may terminate the award in its entirety.

L. Fiscal Limitations

HUD may in the future place programmatic or fiscal limitation on HOME-ARP Program funds not presently anticipated. Accordingly, the RECIPIENT reserves the right to revise this Agreement in order to take account of actions affecting HUD program funding. In the event of funding reduction, the RECIPIENT may reduce the Allocated Funding of this Agreement, and may, at its sole discretion, limit the SUBRECIPIENT's authority to commit and spend funds. Where HUD has directed or requested the RECIPIENT to implement a reduction in funding, with respect to funding for this Agreement, the City Manager, or Designee, may act for the RECIPIENT in implementing and effecting such a reduction in revising the Agreement for such purpose. The City Manager or Designee may act for the RECIPIENT in suspending the operation of this Agreement for up to sixty (60) days, upon three (3) days' prior written notice to the SUBRECIPIENT of its intention to so act. In no event, however, shall any revision made by the RECIPIENT affect expenditures and legally binding commitments made by the SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

**VIII. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. Accounting Standards

SUBRECIPIENT agrees to comply with 2 CFR 200 Subpart E and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. SUBRECIPIENT shall further adhere to any other accounting requirements included in this Agreement or the Program Manual.  
Cost Principles

SUBRECIPIENT shall administer its program in conformance with The Cost Principles contained in A-122, "Cost Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in Notice CPD 21-10 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records demonstrating that each qualifying household is eligible for HOME-ARP assistance based on the requirements of the American Rescue Plan and Notice CPD 21-10 Section IV.
- b. Records demonstrating that each household qualifying as homeless, records that meet the requirements in 24 CFR 576.500(b)(1), (2), (3), or (4), as applicable (except that youth aged 24 and under must not be required to provide third-party documentation to show they are homeless to receive any shelter, housing, or services for which ESG or CoC Program funds may be used to supplement the HOME-ARP assistance).
- c. Records demonstrating that each household qualifying as “at risk of homelessness,” records that meet the requirements in 24 CFR 576.500(c)(1) or (2), as applicable, and include the following documentation of annual income:
  - i. Income evaluation form containing the minimum requirements specified by HUD and completed by the recipient or subrecipient; and
  - ii. Source documents for the assets held by the household and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
  - iii. To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the household received over the most recent period for which representative data is available; or
  - iv. To the extent that source documents and third-party verification are unobtainable, the written certification by the household of the amount of income the household received for the most recent period representative of the income that

the household is reasonably expected to receive over the 3-month period following the evaluation.

- c. Records, where applicable, demonstrating compliance with the termination of assistance requirement as described in Section VI.D.5 CPD Notice 21-10.
- g. Records of all leases, subleases, and financial assistance agreements for the provision of rental payments, documentation of payments made by the SUBRECIPIENT to owners, HOME-ARP sponsor, or qualifying households for the provision of financial assistance for rental payments, and supporting documentation for these payments, including dates of occupancy by qualifying individuals and families.
- h. Records that document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.

2. Retention

The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five years. The retention period begins on the date the RECIPIENT prepares the Certificate of Completion. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Closeouts

The SUBRECIPIENT's obligation to the RECIPIENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the RECIPIENT), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the SUBRECIPIENT has control over HOME-ARP Program funds, including Program income.

4. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the RECIPIENT, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make

excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current RECIPIENT policy concerning SUBRECIPIENT audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The SUBRECIPIENT shall promptly remit to the RECIPIENT all Program income (as defined at 24 CFR 92.504(c)(2)(ii)) generated by activities carried out with HOME-ARP funds made available under this Agreement.

2. Indirect Costs

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

3. Payment Procedures

The RECIPIENT will pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and RECIPIENT policy concerning payments. Payments will be made for eligible expenses when needed by the SUBRECIPIENT for payment of eligible costs, and not to exceed actual cash requirements. Payments will be adjusted by the RECIPIENT in accordance with fund and program income balances available in SUBRECIPIENT accounts. In addition, the RECIPIENT reserves the right to liquidate funds available under this Agreement for costs incurred by the RECIPIENT on behalf of the SUBRECIPIENT.

4. Progress Reports

SUBRECIPIENT shall submit to RECIPIENT a performance report on a quarterly basis using the required reporting format (Exhibit C). Quarterly performance reports shall be submitted by the 15th of the month following the close of each quarter. .

D. Procurement

1. OMB Standards

Unless specified otherwise within this Agreement, the

SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200 Subpart D.

2. Travel

The SUBRECIPIENT shall not use any HOME funds for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use of HOME-ARP funds under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 92.504(c)(2)(vii), as applicable, which include but are not limited to the following:

1. The SUBRECIPIENT shall transfer to the RECIPIENT any HOME-ARP Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Any real property acquired by SUBRECIPIENT for the purpose of carrying on the projects stated herein and approved by the RECIPIENT in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR part 24, shall be subject to the provisions of the HOME-ARP Program regulations including, but not limited to, the provision on use and disposition of property.

**IX. RELOCATION**

If and to the extent that construction of the proposed Project results in the permanent or temporary displacement of residential tenants, home-owners or businesses, SUBRECIPIENT shall comply with all applicable local, state, and federal statutes and regulatory with respect to relocation planning, advisory assistance and payment of monetary benefits. SUBRECIPIENT shall notify the RECIPIENT and prepare a Relocation Plan in accordance with 49 CFR Part 24. HOME-ARP Program funds are an eligible source to provide relocation benefits.

**X. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

The SUBRECIPIENT agrees to comply with all applicable City, State and Federal guidelines including, but not limited to Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and to the extent applicable Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment, contracting opportunities, programs and activities, laws, regulations, and executive orders referenced in Subpart F Section 282 of Title II of the Cranston Gonzales National Affordable Housing Act, as amended.

3. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The RECIPIENT shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Affirmative Marketing

SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the RECIPIENT's specifications an Affirmative Marketing Plan as set forth in 24 CFR 92.351(a).

2. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the RECIPIENT's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966, to the extent applicable. The RECIPIENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, as applicable.

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

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, 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. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. Access to Records

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

5. Notifications

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

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

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

7. Subcontract Provisions

The SUBRECIPIENT will include the provisions of Paragraphs IX.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

The SUBRECIPIENT agrees to 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. The SUBRECIPIENT agrees to 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. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the RECIPIENT for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the RECIPIENT pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Section 3 Clause

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

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

“The work to be performed under this Agreement is a project assisted under a

program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

- b) Notifications: The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice

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

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

D. Conduct

1. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the RECIPIENT thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the RECIPIENT under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the RECIPIENT.

2. Subcontracts

- a) Approvals: The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the RECIPIENT prior to the execution of such agreement.
- b) Monitoring: The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The SUBRECIPIENT shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the RECIPIENT along with documentation concerning the selection process.

3. Hatch Act

The 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 in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The SUBRECIPIENT shall disclose any and all actual or potential conflicts of interest with RECIPIENT. Furthermore, SUBRECIPIENT shall ensure that any subcontractor also discloses any and all actual or potential conflicts of interest with the RECIPIENT. Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict-of-Interest Form included as **Exhibit D**.

The SUBRECIPIENT further agrees to abide by the provisions of 24 CFR 200 Subpart B and 570.611, which include (but are not limited to) the following:

- a) The SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the RECIPIENT, the SUBRECIPIENT, or any designated public agency.

5. Lobbying

The SUBRECIPIENT hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting

to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

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

7. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will be utilized pursuant to 24 CFR 92.257.

## **XI. ENVIRONMENTAL CONDITIONS**

### **A. Air and Water**

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### **B. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### **C. Lead-Based Paint**

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR Part 35. Such regulations pertain to all HOME-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

### **D. Historic Preservation**

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. 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.

**XIII. 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.

**XIV. 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.

**XV. 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.

**XVI. EFFECTIVE DATE**

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

**XVII. 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.

**XVIII. EXHIBITS**

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

**XIX. 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.

**XX. 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.

**XXI. 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.

**XXII. 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, material man, 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.

**XXIII. 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 there from 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.

**XXIV. 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.

**XXV. 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.

**XXVI. RECORDING OF DOCUMENTS**

SUBRECIPIENT agrees to cooperate promptly in any manner required at RECIPIENT's request, with the recordation of documents/instruments consistent with this Agreement in the Official Records of Fresno County, California. Said cooperation includes but is not limited to correction of errors in documents and witnessed execution thereof.

**XXVII. 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.

[SIGNATURES FOLLOW ON NEXT PAGE.]

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

CITY OF FRESNO,  
A California municipal corporation

Poverello House, a California non-profit public benefit corporation

By: \_\_\_\_\_  
Georgeanne A. White,  
City Manager

DocuSigned by:  
By: Linda Bowman \_\_\_\_\_  
90A4975780564FA...  
Name: Linda Bowman

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

Title: CFO  
\_\_\_\_\_  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

Signed by:  
By: Brent Richardson \_\_\_\_\_ 6/10/2026  
538D38920F114F5... Date  
Brent Richardson  
Deputy City Attorney

Signed by:  
By: Zachary Darrah \_\_\_\_\_  
5CC5CCFE9AC64CB...  
Name: Zachary Darrah

ATTEST:  
AMY K. ALLER  
Interim City Clerk

Title: Chief Executive Officer  
\_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

By: \_\_\_\_\_  
Date  
Deputy

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

SUBRECIPIENT:  
Poverello House  
Attention: Zach D. Darrah  
CEO Poverello House  
412 F. Street  
Fresno, CA 93607  
Phone: 559-498-6988

- Attachments:  
Exhibit A – Project Description and Scope of Services  
Exhibit B – Proposed Budget  
Exhibit C - Quarterly Report  
Exhibit D - Disclosure of Conflict of Interest  
Exhibit E - Insurance  
Exhibit G- Spending Plan

## EXHIBIT A

### PROJECT DESCRIPTION AND SCOPE OF SERVICES

#### **Summary of Services**

Poverello House will provide Homeless Prevention Services, Short and Medium -Term Rental Assistance, Supportive Services, and Case Management. The HOME-ARP supportive services agreement will fund Poverello House's Supporting Tenancy and Assisting You (STAY) Program. The STAY program will address barriers of housing stability for unhoused individuals and families or those at an imminent risk of homelessness. The STAY program will implement diversion tactics through comprehensive case management and tailored supplemental assistance. The STAY program will provide 75 unduplicated individuals assistance related to housing, utilities, transportation, food, linkages to healthcare and treatment, mediation, and other supportive services.

#### **Eligible Services**

- Case Management as defined in CPD-21-10
- Financial Assistance cost as defined in CPD-21-10 including:
  - Rental Application Fees
  - Security Deposits
  - Utility Deposits and Payments
  - Moving Costs
  - First and Last Month Rent
  - Payment of Rental Arrears
- Short-term and Medium-term Rental Assistance as defined in CPD-21-10
- Direct supportive services to clients to address the barriers to housing stability such as but not limited to transportation, documentation readiness, and food as defined in CPD-21-10.

#### **Target Population**

This program will provide services to individuals and families residing in the City of Fresno who meet the HOME-ARP qualifying population criteria outlined in HUD Notice CPD-21-10. This includes.

- Individuals and Families who are homeless.
- Individuals and Families who are at risk of homelessness.
- Individuals and Families who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking.
- Individuals and Families who can be categorized as Other Populations, Families requiring services or housing assistance to prevent homelessness and Families at greatest risk of housing instability.

#### **Subrecipients responsibilities**

- The Subrecipient will provide short-term and medium-term rental assistance, homeless prevention services, and case management in compliance with CPD-21-10.

- The Subrecipient's case manager will meet with the client on a regular basis, to assess and determine housing and supportive services needs.
- The Subrecipient's case manager will develop an individualized service plan for housing and supportive services.
- The Subrecipient's case manager will assist with landlord mediation, gathering needed documents necessary to obtain housing, completing paperwork necessary to obtain housing. Locate new housing and linkages to other supportive services and federal, state or local benefits.
- The Subrecipient will complete a quarterly report due within thirty days of the close of each quarter.
- The Subrecipient will submit a monthly reimbursement request due within thirty days of the close of the billing month.

### **Performance Measurements**

Poverello House will meet the following goals in a 12-monther period for this project.

- Provide 75 unduplicated participants with a HOME-ARP eligibility screening, a comprehensive assessment, and an individualized housing stability plan that will be tailored to the household's immediate and longer-term stability needs.
- Provide 75 unduplicated participants with trauma-informed on-going case management
- Delivery of emergency assistance to eligible HOME-ARP households within 72 hours when required documentation is complete for households facing utility shutoff, rental arrears, landlord conflict, or move-in barriers.
- The Stability Coordinator will connect HOME-ARP households to longer-term support to sustain housing stability. These may include shelter but are not limited to, behavioral health care, public benefits, medical care, employment resources, and Cal-AIM Enhanced Care Management.

## EXHIBIT B: PROPOSED BUDGET

### CITY OF FRESNO

#### OPERATING BUDGET SUMMARY (non-capital projects)

Budgeted Position (Personnel) or Category (Operations)	City of Fresno HUD Funds			Other Funds for Project					Project Totals (All Funds)
	Salaries & Wages	Fringe Benefits	Totals (City of Fresno HUD Funds)	Other Federal Funds	State Funds	Local Govm't Funds	Private / Donor Funds	Other Funds (specify)	
<b>Salaries/Wages (Specify each position; add additional rows as needed)</b>									
<b>Direct Service Personnel:</b>									
Stability Coordinator (1.0 FTE)	60,320.00	20,297.68	80,617.68						80,617.68
Finance Specialist (0.20 FTE)	11,648.00	3,919.55	15,567.55						15,567.55
			-						-
			-						-
			-						-
<b>Administrative Personnel:</b>									
Senior Director of Guest Services & Navigation (0.10 FTE)	9,500.00	3,196.75	12,696.75						12,696.75
			-						-
			-						-
<b>Independent Contractors / Consultants:</b>									
			-						-
			-						-
<b>TOTAL PERSONNEL BUDGET</b>	<b>\$ 81,468.00</b>	<b>\$ 27,413.98</b>	<b>\$ 108,881.98</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 108,881.98</b>
<b>Other Direct Costs (Include only costs that are direct; indirect costs are covered under the Indirect Cost Rate)</b>									
Housing Assistance			141,891.65						141,891.65
Utilities Assistance			5,000.00						5,000.00
Supportive Services			5,000.00						5,000.00
Fuel/Mileage			1,200.00						1,200.00
Office Supplies			1,000.00						1,000.00
Informational Technology			3,000.00						3,000.00
HMIS Fees			950.00						950.00
			-						-
			-						-
			-						-
<b>TOTAL OTHER DIRECT COSTS</b>			<b>\$ 158,041.65</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 158,041.65</b>
<b>INDIRECT COSTS* (Select 1 indirect rate Only)</b>									
Approved Indirect Cost Rate									-
De minimus 10 % Rate			26,692.36						26,692.36
<b>TOTAL INDIRECT COST BUDGET</b>			<b>\$ 26,692.36</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 26,692.36</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 81,468.00</b>	<b>\$ 27,413.98</b>	<b>\$ 293,616.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 293,616.00</b>

### EXHIBIT C: QUARTERLY REPORT

<b>Project Sponsor Name :</b>	Poverello House	<b>Project Sponsor ID (DUNS #)</b>	CBQUXBEW5Y7
<b>Federal Award Identification Number (HOME-ARP Grant #):</b>	M-21-MP-06-0204	<b>Federal Award Date:</b>	9/20/2021
<b>Federal Funds Obligated by This Agreement:</b>		<b>Federal Funds Obligated to Project Sponsor:</b>	
<b>Total Amount of the Federal Award for this Activity</b>		<b>Name of Federal Awarding Agency</b>	Department of Housing and Urban Development (HUD)
<b>Name of Pass-Through Entity:</b>	City of Fresno, CA	<b>Award Official Contact Person:</b>	Erika Lopez, erika.lopez@fresno.gov
<b>CDFA Name:</b>	HOME Investment Partnerships American Rescue Plan Program 14.239	<b>Award Official Address:</b>	2600 Fresno St., CHN 3065, Fresno CA 93721
<b>Identification of R &amp; D:</b>	None	<b>Maximum Indirect Cost Rate for the Federal Award</b>	Not to Exceed 10.0% di minimus indirect rate or indirect rate approved by cognizant agency
<b>Date of Contract Execution (mm/dd/xx)</b>		<b>Accomplishment Year (HUD Program Year)</b>	2021
<b>Period of Performance Start Date (mm/dd/xx)</b>	07/01/26	<b>Period of Performance End Date (mm/dd/xx)</b>	06/30/27
<b>Action Plan Year / IDIS Project ID Number</b>		<b>Activity</b>	
<b>Project Description, Goals and Objectives: (Maximum 500 characters)</b>			
<p>Poverello House will provide Homeless Prevention Services, Short and Medium -Term Rental Assistance, Supportive Services, and Case Management. The HOME-ARP supportive services agreement will fund Poverello House’s Supporting Tenancy and Assisting You (STAY) Program. The STAY program will address barriers of housing stability for unhoused individuals and families or those at an imminent risk of homelessness. The STAY program will implement diversion tactics through comprehensive case management and tailored supplemental assistance. The STAY program will provide 75 unduplicated individuals assistance related to housing, utilities, transportation, food, linkages to healthcare and treatment, mediation, and other supportive services.</p>			
<b>Activity Accomplishment Narrative: (Maximum 500 characters)</b>			
<b>Total HOME-ARP Funds Expended (PYTD)</b>	\$ -	<b>Percent of HOME-ARP Award Expended</b>	
<b>Total Funds Expended Indirect Cost (PYTD)</b>	\$ -		
<b>Report prepared by:</b>		<b>Date report prepared:</b>	
<b>For City Used Only:</b>	<b>IDIS Activity ID #:</b>	<b>Reviewed by:</b>	<b>Date of review:</b>

Project Sponsor:	Poverello House	Activity(s):	Rental Assistance
Date of Contract Execution (mm/dd/yyyy)	01/00/00	Accomplishment Year (HUD Program Year)	2021
Period of Performance Start Date (mm/dd/yyyy)	07/01/26	Period of Performance End Date (mm/dd/yyyy)	06/30/27
Accomplishment Narrative: (Maximum 500 characters)			
<b>Households</b>			
Number of New Households this period			0
Total Households ( previously reported households + new)			0
<b>Household Size</b>			
1			
2			
3			
4			
5			
6			
7			
8+			
		Total HH Members	0
<b>Household Type</b>			
Single, non-elderly			
Elderly			
Single Parent			
Two Parents			
Other			
<b>Persons Fleeing Domestic Violence Upon Entry</b>			
Yes, Fleeing Domestic Violence			0
Not Fleeing Domestic Violence			0
<b>Number of Veterans Served</b>			
	Without Children	With Children and Adults	Total
Chronically Homeless Veterans	0	0	0
Non-Chronically Homeless Veteran	0	0	0
	Total Veterans Served		0
<b>Number of Stayovers from Prior Reporting Period</b>			
Number of Stayovers from Prior Report Period			0
<b>Number of Leavers</b>			
Number of Leavers			0
Number of Adult Leavers			0
Number of Adult and Head of Household Leavers			0
	Total Number of Leavers		0
<b>Number of Stayers at End of Reporting Period</b>			
Number of Stayers			0
Number of Adult Stayers			0
	Total Number of Stayers		0
<b>Length of Participation</b>			
	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
<b>Other Characteristics of Persons Served</b>			
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
<b>Expenditures</b>			
Total HOME-ARP Expended (PYTD)	\$ -		
		Rapid Rehousing Expended	\$ -
		Homeless Prevention Expen	\$ -
Report Prepared by:		Date Prepared	
For City Used Only:	IDIS Activity ID #:	Reviewed by:	Date of review:

Project Sponsor:	Poverello House	Activity(s):	Rental Assistance
Date of Contract Execution (mm/dd/yyyy)	01/00/00	Accomplishment Year (HUD Program Year)	2021
Period of Performance Start Date (mm/dd/yyyy)	07/01/26	Period of Performance End Date (mm/dd/yyyy)	06/30/27
Activity Progress Accomplishment Narrative: (Maximum 500 characters)			
DIRECT BENEFIT DATA			
ETHNICITY (Needs to Match Race Totals Below)	TOTAL	HISPANIC/LATINO	NOT HISPANIC OR LATINO
	0		
RACE - CUMMULATIVE CONTRACT PERIOD-TO-DATE (Note: Since persons are encouraged to check all Races that apply the Subrecipient need to adjust/eliminate duplication whenever multiple races have been indicated by the beneficiary)			
	TOTAL	HISPANIC/LATINO	NOT HISPANIC OR LATINO
White/Caucasion	0		
Black/African American	0		
Asian	0		
American Indian/Alaskan Native	0		
Native Hawaiian/Other Pacifis Islander	0		
American Indian/Alaskan Native & White	0		
Asian & White	0		
Black/African American & White	0		
American Indian/Alaskan Native & Black/African American	0		
Other/Multi-Racial	0		
Adjustment to eliminate duplication (express as negative number)	0		
<b>Total (Needs to Match Ethnicity Totals above)</b>	<b>0</b>	<b>0</b>	<b>0</b>
Income Levels			
Extremely Low			
Low			
Moderate			
Non-Low/Moderate			
<b>Total</b>			<b>0</b>
			No. of Unduplicated Persons or Households
Accomplishment Type (Persons or Households)			People
Total Number of Persons Assisted			
Of the Total Persons, Number of Persons:			
	With New or Continuing Access to a Service or Benefit		
	With Improved Access to a Service or Benefit		
	Receiving a Service or Benefit that is No Longer Substandard		
TOTAL (should match total number of persons assisted above)			-
Total CDBG Funds Expended (PYTD)			
Quarter:			
Report prepared by:		Date report prepared:	
For City Used Only:	IDIS Activity ID #:	Reviewed by:	Date of review:

<b>Project Sponsor:</b>	<b>Poverello House</b>	<b>Activity:</b>	<b>HMIS</b>
<b>Date of Contract Execution (mm/dd/yyyy)</b>	<b>01/00/00</b>	<b>Accomplishment Year (HUD Program Year)</b>	<b>2021</b>
<b>Period of Performance Start Date (mm/dd/yyyy)</b>	<b>07/01/26</b>	<b>Period of Performance End Date (mm/dd/yyyy)</b>	<b>06/30/27</b>
<b>Accomplishment Narrative: (Maximum 500 characters)</b>			
<b>Number of HMIS Entries Made During the Reporting Period</b>			<b>0</b>
<b>Total ESG Funded Expended by Subrecipient/Contractor (PYTD)</b>		\$	-
<b>Total Funds Expended for HMIS (PYTD)</b>		\$	-
<b>Report prepared by:</b>		<b>Date report prepared:</b>	
<b>For City Used Only:</b>	<b>IDIS Activity ID #:</b>	<b>Reviewed by:</b>	<b>Date of review:</b>

## EXHIBIT D DISCLOSURE OF CONFLICT OF INTEREST



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.

Zachary Darrah \_\_\_\_\_ Signed by: Zachary Darrah \_\_\_\_\_ 6/9/2026  
Name Signature Date  
5CC5CCFE9AC64CB...

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**  
**INSURANCE REQUIREMENTS**  
**Agreement “Between” City of Fresno And**  
**Poverello House**  
**HOME-ARP**  
**MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Social Services Liability or Professional Liability (Abuse & Molestation) that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to assault, verbal and/or physical abuse, sexual molestation and other sexual misconducts.

**MINIMUM LIMITS OF INSURANCE**

SUBRECIPIENT, or any party the SUBRECIPIENT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,
  - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:  
\$1,000,000 per accident for bodily injury and property damage.
3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.
4. EMPLOYER'S LIABILITY:
  - (i) \$1,000,000 each accident for bodily injury;
  - (ii) \$1,000,000 disease each employee; and,
  - (iii) \$1,000,000 disease policy limit.
5. Professional Liability (Abuse & Molestation):
  - (i) \$1,000,000 per claim/occurrence; and,
  - (ii) \$2,000,000 policy aggregate.

#### UMBRELLA OR EXCESS INSURANCE

In the event SUBRECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply or be endorsed to apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

SUBRECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SUBRECIPIENT shall also be responsible for payment of any self-insured retentions.

#### OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. SUBRECIPIENT shall establish additional insured status for the City and for all operations by use of ISO Form CG 20 12 04 13 or CG 20 26 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Forms CG 20 12 04 13 or CG 20 26 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SUBRECIPIENT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of SUBRECIPIENT'S insurance and shall not contribute with it. SUBRECIPIENT shall establish primary and non-contributory status

under the General Liability policy by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

4. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SUBRECIPIENT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SUBRECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SUBRECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

5. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

6. All policies of insurance shall contain, or be endorsed to contain, the following provision: SUBRECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

#### CLAIMS-MADE POLICIES

If the Professional Liability (Abuse & Molestation) insurance policy is written on a claims-made form:

1. The retroactive date must be shown and must be before the effective date of the Agreement or the commencement of work by SUBRECIPIENT.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SUBRECIPIENT, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

#### VERIFICATION OF COVERAGE

SUBRECIPIENT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of

CITY, SUBRECIPIENT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

### SUBCONTRACTORS

If SUBRECIPIENT subcontracts any or all of the services to be performed under this Agreement, SUBRECIPIENT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, SUBRECIPIENT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and SUBRECIPIENT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with SUBRECIPIENT, and CITY, prior to commencement of any work by the subcontractor

