

**CITY OF FRESNO
COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT entered this 1st day of March, 2022, by and between the City of Fresno, California, a municipal corporation, acting by and through its Planning and Development Department – Housing and Community Development Division, (GRANTEE) and Housing Authority of the City of Fresno (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, and

WHEREAS, HUD has provided a special allocation of CDBG funds to the CITY under Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136) to protect the health and safety of people experiencing homelessness and reduce the spread of the COVID-19 outbreak; and

WHEREAS, Title I of the Housing and Community Development Act and the Coronavirus Aid, Relief and Economic Security Act are hereinafter collectively referred to as the “Act”, incorporated herein by its reference;

WHEREAS, GRANTEE in accordance with its Substantial Amendment 2019-07 to the 2015-2019 Consolidated Plan and 2019 - 2020 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. 2021-049, the City Manager is authorized to execute CDBG Agreements, on behalf of GRANTEE, 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. DEFINITIONS

A. “ACT” – means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).24 CFR Part 570 et seq.

B. “Administrator” and “Contract Administrator” shall mean the Manager of the Housing and Community Development Division of the Planning and Development Department of CITY or other designee of the City Manager.

C. “Budget” shall mean SUBRECIPIENT’s Cost Proposal submitted with the Bid Proposal, as approved by the CITY

D. “CARES ACT” shall mean Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136)

- E. "CDBG" shall mean the Community Development Block Grant as set forth in the ACT. For purposes of this Agreement, references to CDBG funds shall also included CDBG-CV funds.
- F. "CDBG-CV" shall mean the Community Development Block Grant provisions as set forth in the CARES Act
- G. "City Manager" shall mean the City Manager of the CITY.
- H. "Contract" or "Contract Documents" shall mean and refer to this Agreement including its exhibits.
- I. "Grant Award" shall mean the total Eight Hundred Fifty Thousand Dollars (\$850,000) of the CDBG funds awarded by CITY to SUBRECIPIENT as more particularly described in Section 4 of this Agreement.
- J. "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.
- K. "HUD" shall mean the United States Department of Housing and Urban Development.
- L. "Program" shall mean services provided under the Federal funding source.
- M. "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 performance hereunder provided that the term Program Income does not include rebates, credits, discounts, or refunds realized by SUBRECIPIENT in its performance hereunder.
- N. "Progressive Expenditure Deadlines" for the specific purpose of this Agreement, the progressive expenditure deadlines are: eighty percent (80%) of the Grant Award must be expended by March 31, 2024; and one hundred percent (100%) of the Grant Award must be expended by December 31, 2024. Failure to meet these deadlines 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.
- O. "Progressive Reimbursement Request Deadlines" for the specific purpose of this Agreement, the SUBRECIPIENT requests for reimbursement of eligible CDBG-CV expenditures must be made within thirty (30) days of the respective Progressive Expenditure Deadlines. The Progressive Reimbursement Request Deadlines shall occur no later than one (1) month after Progressive Expenditure Deadlines as follows: a request for reimbursement of an amount not less than eighty percent (80%) of the Grant Award's allowed cost must be made by April 30, 2024; and a request for reimbursement of an amount not less than one hundred percent (100%) of the Grant Award's allowed cost must be made by January 31, 2025

P. "Project" shall mean the SUBRECIPIENT'S operation of an emergency homeless shelter at 1240 N. Crystal Avenue, Fresno, California 93728.

Q. "Recapture" shall mean the CITY may recapture up to eighty percent (80%) of SUBRECIPIENT's total Grant Award if SUBRECIPIENT has not requested reimbursement of eighty percent (80%) of allowed CDBG-CV costs through March 31, 2024 by April 30 2024; and recapture up to one hundred percent (100%) of SUBRECIPIENT's total Grant Award if SUBRECIPIENT has not requested reimbursement of one hundred percent (100%) of allowed CDBG-CV costs through December 31, 2024 by January 31, 2024.

R. "Scope of Services or Services" shall mean those services submitted with SUBRECIPIENT's bid proposal to be offered in fulfillment of the Program and included in Exhibit A.

S. "Subaward" shall mean an award of CDBG-CV funds provided by the SUBRECIPIENT to its Subrecipient (2 CFR 200.331) in order to administer all or a portion of SUBRECIPIENT's Scope of Services.

T. "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.

U. "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 Subrecipient may also be a recipient of other grant awards directly from the CITY.

2. TERM

It is the intent of the Parties that this Agreement be effective upon execution. Due to protect the health and safety of persons experiencing homelessness and reduce the spread of the COVID-19 outbreak, the CITY will accept SUBRECIPIENT requests for reimbursement for eligible services and related allowed costs incurred on or after January 1, 2022. The period of emergency homeless shelter operations and service delivery under this Agreement shall end on December 31, 2024; followed by a thirty (30)-day invoice and data submission period which may be extended an additional thirty (30) days for the SUBRECIPIENT to have the opportunity to correct invoice documentation and accomplishment data errors or deficiencies. The CITY will also conduct its final close-out monitoring February 28, 2025. 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.

3. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE 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.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE 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 GRANTEE, contract suspension or termination procedures will be initiated.

4. RECORDS AND REPORTS

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

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

- Subrecipient Name: **Housing Authority of the City of Fresno**
- Subrecipient ID (DUNS #): **071870877**
- Federal Award Identification Number: **B-20-MW-06-0001**
- Federal Award Date: **April 7, 2021**
- Period of Performance: **January 01, 2022 through December 31, 2024**
- Federal Funds Obligated by this Agreement: **Yes**
- Total Federal Funds Obligated to SUBRECIPIENT: **\$850,000**
- Total Amount of the Federal Award: **\$850,000**
- Federal Award project description: **Emergency Homeless Shelter, 1240 N. Crystal Ave., Fresno, CA 93728**
- Name of Federal awarding agency: **Department of Housing and Urban Development**
- Name of pass-through entity: **City of Fresno, California**
Award Official Contact Information: **Jennifer Clark, Director, Dept. of Planning and Development, City of Fresno, 2600 Fresno St., Fresno, CA 93721**
- CFDA Number: **14.218**
- CFDA Name: **Community Development Block Grant**
- Identification of R&D: **No**
- Indirect cost rate for the Federal award: **10%**

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 required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 200 as amended by 24 CFR 570.502, and
- g) 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 three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three-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 GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE 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.

5. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. 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 GRANTEE under this Agreement shall not exceed Eight Hundred Fifty Thousand Dollars (\$850,000). SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within thirty (30) days of receipt. If

GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE 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 GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

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)."

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 GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

6. PROGRESSIVE EXPENDITURE AND REQUEST FOR PAYMENT DEADLINES

In accordance with HUD CDBG-CV requirements, the SUBRECIPIENT shall expend eighty percent (80%) of the Grant Award by March 31, 2024 and one-hundred percent (100%) of the Grant Award by December 31, 2024. SUBRECIPIENT shall make Progressive Reimbursement Request Deadlines of eligible CDBG-CV expenditures within thirty (30) days of the respective Progressive Expenditure Deadlines. SUBRECIPIENT shall make reimbursement requests no later than one (1) month after Progressive Expenditure Deadlines as follows: a request for reimbursement of expenses through March 31, 2024 in an amount not less than eighty percent (80%) of the Grant Award's allowed cost shall be made by April 30, 2024; and a request for reimbursement of expenses through December 31, 2024 in an amount not less than one hundred percent (100%) of the Grant Award's allowed cost shall be made by January 31, 2025. Failure to meet these deadlines 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.

7. 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.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements 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 GRANTEE 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, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female 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.

9. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE 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 \$750,000 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 GRANTEE 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.

GRANTEE 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.

10. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB-CV 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.

11. 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 "E". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

12. 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 “F”.

13. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 uniform administrative 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 GRANTEE the a 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.

14. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE 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, GRANTEE 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, GRANTEE 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 GRANTEE, 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.

15. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE 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.

16. FINDINGS CONFIDENTIAL

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

17. 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 GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE 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 "D".

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

GRANTEE 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 GRANTEE without prior written approval.

18. 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 GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE 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 GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE'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 GRANTEE'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 GRANTEE 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 GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE 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 GRANTEE or to this Agreement.

19. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE 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 GRANTEE, 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 GRANTEE 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 GRANTEE 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 GRANTEE 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.

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:

GRANTEE

City of Fresno
Planning and Development
Department, Housing
and Community Development Division
2600 Fresno Street Room 3076
Fresno, CA 93721

SUBRECIPIENT

Housing Authority of the City of Fresno
Angelina Nguyen
1331 Fulton Street
Fresno, CA 93721

21. AMENDMENTS

GRANTEE 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 GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE 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 his/her sole discretion, (iii) changes to the insurance requirements specified in Exhibit "D" 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.

GRANTEE 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 GRANTEE and SUBRECIPIENT.

22. ASSIGNMENT

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

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 GRANTEE 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 GRANTEE for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE 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 GRANTEE under any

circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE'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 GRANTEE, 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.

GRANTEE

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne White,
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Tracy N. Parvanian Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

Addresses:

CITY:
City of Fresno
Attention: Karen Jenks,
Administrative Manger
2600 Fresno Street CH3N 3065
Fresno, CA 93721
Phone: (559) 621-8403

SUBRECIPIENT

Housing Authority of the City of Fresno

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:

Housing Authority of the City of Fresno
Attention: Angelina Nguyen
Interim Chief Executive
1331 Fulton Street
Fresno, CA 93721
Phone: (559) 433-8400

Attachments:

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

EXHIBIT A
SCOPE OF WORK

CDBG Assistance Category:	03T Operating Costs of Homeless/AIDS Patients Programs 24 CFR 570.201(e)
CDBG National Objective:	Low/mod limited clientele benefit (LMC), Presumed Beneficiaries (Homeless) 24 CFR 570.208(a)(2)(A)
CDBG Accomplishment Type:	Number of Persons Assisted
CDBG Reporting Requirement	Number of Persons Assisted Number of Persons Assisted by Race Number of Persons Assisted by Ethnicity

Emergency Shelter
1240 N. Crystal Ave, Fresno, CA 93728
(Step Up on 99)

Scope of Work

The SUBRECIPIENT will operate the Emergency Shelter located at 1240 N. Crystal Ave, Fresno CA. This project will provide emergency shelter operations and supportive services to homeless individuals impacted by COVID-19. The SUBRECIPIENT will also provide allowed homeless support services consistent with HUD 24 CFR 570.201(e), to individuals staying at the emergency shelter.

Record Retention and Reporting Requirements

The SUBRECIPIENT must retain records in accordance 24 CFR Subpart F – Grant Administration, § 570.506, Records to be Maintained and § 570.507 Reportings.

HUD requires recipients to report the uses of CDBG-CV funding in their Consolidated Annual Performance and Evaluation Report (CAPER). Quarterly and Annual reporting from the SUBRECIPIENT to the City is mandatory to meet this requirement.

The CITY's quarterly reporting requirements are described within this Agreement and the report form is attached as Exhibit G.

Monitoring

The SUBRECIPIENT must monitor any and all subawards to subrecipients in accordance with U.S Department of Housing and Urban Development ("HUD") requirements. The SUBRECIPIENT is further encouraged to use HUD CPD Monitoring Handbook - 6509.2 REV-7, CHG-1. In conducting their monitoring

reviews

The SUBRECIPIENT acknowledges that the CITY is required to periodically monitor the SUBRECIPIENT's delivery of the subject CDBG-CV funding. The CITY will utilize the guidance in HUD CPD Monitoring Handbook - 6509.2 REV-7, CHG-1 as well as 24 CFR 570, 2 CFR 200 and this Agreement when conducting on-site and desk monitoring reviews.

Progressive Expenditure Deadlines and Recapture Provisions

To ensure CDBG-CV funds are spent quickly on eligible activities to address the public health and economic crises caused by coronavirus, HUD is requiring that the CITY complete eligible reimbursement draw-downs from the U.S. Treasury within 90 days of the last day of the applicable progressive expenditure deadline cycle. To ensure that the CITY meets this HUD requirement, the CITY has set forth a Spending Plan by Progressive Expenditure Deadline, which is included in EXHIBIT C to this Agreement, and a reimbursement request and accomplishment data processing schedule that may be found in TABLE 1 below and more fully described in subsequent narrative.

TABLE 1

A. Progressive Expenditure Deadline - Percentage of Grant Award	B. Expenditure Cycle Ending:	C. Request for Reimbursement Packet and Accomplishment Data Submitted by SUBRECIPIENT to CITY By/Before	D. SUBRECIPIENT Reimbursement and Data Packet Deficiencies Cured By/Before:	E. CITY Uploads Accomplishment Data into HUD Reporting System By/Before	F. CITY Completes HUD IDIS Drawdown By/Before:
80%	Mar 31, 2024	Apr. 30, 2024	May 31, 2024	Apr. 30, 2024	Jun. 15, 2024
100%	Dec. 31, 2024	Jan. 31, 2025	Feb. 28, 2025	Jan. 31, 2025	Mar. 31, 2025

Consistent with Table 1 and HUD and CITY requirements, the City will recapture:

i) recapture any expenditure shortfall up to 80 percent (80%) of the SUBRECIPIENTs total CDBG-CV award should the SUBRECIPIENT not request by April 30, 2024 reimbursement for eligible and allowed costs for at least 80% of expended eligible and allowed costs under the CDBG-CV award for the expenditure cycle ending March 31, 2024; ii) recapture the expenditure shortfall up to 100 percent of the SUBRECIPIENTs total CDBG-CV award should the SUBRECIPIENT not request by January 31, 2025 reimbursement for eligible and allowed costs for at least 100% of expended eligible and allowed costs under the CDBG-CV award for the expenditure cycle ending December 31, 2024. These periods and reimbursement request due dates are summarized in Table 1, Columns A, B, and C, above

In the event the CITY determines that a reimbursement request or portions thereof are eligible for reimbursement, but inadequately supported, the CITY

may provide the SUBRECIPIENT additional time to correct and cure the reimbursement request defect by providing additional supporting documentation. The period for curing documentation defects for draws in a particular expenditure deadline cycle shall expire on the respective dates provided in Column D of Table 1 in this Exhibit. Shall the defect not be fully cured by the cure expirations date, the costs associated with the defect will be disallowed. In the event the disallowed costs result in the total reimbursement for the expenditure cycle falling short of the amount required for the meeting the cycle's progressive expenditure deadline amount as provided in EXHIBIT C, the CITY will recapture the amount of the expenditure shortfall for the cycle.

#####

EXHIBIT B
PROPOSED BUDGET

BUDGET SUMMARY
CDBG-CV Agreement Between CITY OF
FRESNO and HOUSING AUTHORITY
OF THE CITY OF FRESNO
Coronavirus Community
Development Block Grant (-CV)

The Emergency Shelter at 1240 N. Crystal Ave, Fresno, CA 93728 funded with CDBG-CV.

SOURCE OF CITY FUNDS

Program Year (PY)	Program	Award Amount
2020	HUD CDBG-Coronavirus (CDBG-CV)	\$ 850,000
2020	TOTAL CITY CDBG-CV	\$ 850,000

USE OF CITY CDBG_CV FUNDS

Use of Funds	Amount	
Implementation of Program Services in accordance with the subject CITY AND SUBRECIPIENT Emergency Shelter Agreement and Scope of Work, EXHIBIT A to this Agreement	\$850,000	
TOTAL NOT TO EXCEED	<u>\$850,000</u> Eight Hundred Fifty Thousand dollars and zero cents	

EXHIBIT C SPENDING PLAN

Exhibit C Spending Plan															
Grant	Use	Award		Expected Invoice Submission by November 30, 2021 for Month Ending:	Expected Invoice Submission by December 31, 2021 for Month Ending:	Expected Invoice Submission by January 31, 2022 for Month Ending:	Expected Invoice Submission by February 28, 2022 for Month Ending:	Expected Invoice Submission by March 31, 2022 for Month Ending:	Expected Invoice Submission by April 30, 2022 for Month Ending:	Expected Invoice Submission by May 31, 2022 for Month Ending:	Expected Invoice Submission by June 30, 2022 for Month Ending:	Expected Invoice Submission by July 31, 2022 for Month Ending:	Expected Invoice Submission by August 31, 2021 for Month Ending:	Expected Invoice Submission by September 30, 2021 for Month Ending:	Expected Invoice Submission by October 31, 2021 for Month Ending:
COBG-CV	Program	\$ 722,000.00		31-Oct-2021	30-Nov-2021	31-Dec-2021	31-Jan-2022	28-Feb-2022	31-Mar-2022	30-Apr-2022	31-May-2022	30-Jun-2022	31-Jul-2022	31-Aug-2022	30-Sep-2022
	TOTAL	\$ 722,000.00		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Cumulative Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Cumulative % Expended	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
				Expected Invoice Submission by November 30, 2022 for Month Ending:	Expected Invoice Submission by December 31, 2022 for Month Ending:	Expected Invoice Submission by January 31, 2023 for Month Ending:	Expected Invoice Submission by February 28, 2023 for Month Ending:	Expected Invoice Submission by March 31, 2023 for Month Ending:	Expected Invoice Submission by April 30, 2023 for Month Ending:	Expected Invoice Submission by May 31, 2023 for Month Ending:	Expected Invoice Submission by June 30, 2023 for Month Ending:	Expected Invoice Submission by July 31, 2023 for Month Ending:	Expected Invoice Submission by August 31, 2023 for Month Ending:	Expected Invoice Submission by September 30, 2023 for Month Ending:	Expected Invoice Submission by October 31, 2023 for Month Ending:
				31-Oct-2022	30-Nov-2022	31-Dec-2022	31-Jan-2023	28-Feb-2023	31-Mar-2023	30-Apr-2023	31-May-2023	30-Jun-2023	31-Jul-2023	31-Aug-2023	30-Sep-2023
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Cumulative Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Cumulative % Expended	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
									Expected Invoice Submission by November 30, 2023 for Month Ending:	Expected Invoice Submission by December 31, 2023 for Month Ending:	Expected Invoice Submission by January 31, 2024 for Month Ending:	Expected Invoice Submission by February 28, 2024 for Month Ending:	Expected Invoice Submission by March 31, 2024 for Month Ending:	Expected Invoice Submission by April 30, 2024 for Month Ending:	Sum of Invoice Submissions for Meeting 80% Deadline
									31-Oct-2023	30-Nov-2023	31-Dec-2023	31-Jan-2024	28-Feb-2024	31-Mar-2024	
									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
									\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Cumulative Expenditure						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Cumulative % Expended						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
									80 % of Grant			80 % of Grant			0.0%
					Expected Invoice Submission by May 31, 2023 for Month Ending:	Expected Invoice Submission by June 30, 2023 for Month Ending:	Expected Invoice Submission by July 30, 2023 for Month Ending:	Expected Invoice Submission by August 31, 2023 for Month Ending:	Expected Invoice Submission by September 30, 2023 for Month Ending:	Expected Invoice Submission by October 31, 2023 for Month Ending:	Expected Invoice Submission by November 30, 2023 for Month Ending:	Expected Invoice Submission by December 31, 2023 for Month Ending:	Expected Invoice Submission by January 31, 2024 for Month Ending:	Expected Invoice Submission by February 28, 2024 for Month Ending:	Sum of Invoice Submissions for Meeting 100% Deadline
					30-Apr-2024	31-May-2024	30-Jun-2024	31-Jul-2024	31-Aug-2024	30-Sep-2024	31-Oct-2024	30-Nov-2024	31-Dec-2024		
					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Cumulative Expenditure		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Cumulative % Expended		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
					80 % of Grant										36,184

EXHIBIT D

INSURANCE REQUIREMENTS CDBG-CV Agreement between City of Fresno (CITY) and the Housing Authority of the City of Fresno (SUBRECIPIENT)

Name of the Project

Emergency Shelter at 1240 N. Crystal Ave, Fresno, CA 93728

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. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) SUBRECIPIENT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or 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 ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
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 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. 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.

The Workers' Compensation insurance policy is to 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.

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.

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.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs,

then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

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 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.

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

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 his/her 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.

EXHIBIT E CONFLICT OF INTEREST



Housing and Community Development Division
Planning and Development Department

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

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 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 F
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 \$150,000, 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 §200.322 Procurement of recovered materials.

EXHIBIT G QUARTERLY REPORT

Project Sponsor Name :		Project Sponsor ID (DUNS #)	
Federal Award Identification Number (CDBG Grant #):		Federal Obligation Date:	
Federal Funds Obligated by This Agreement:		Total of ALL Federal Funds Obligated to Subrecipient for this Project or Activity:	
Total Amount of ALL Funding for this Project or Activity		Name of Federal Awarding Agency	
Name of Pass-Through Entity:		Award Official Contact Person:	
CDFA Name and Number		Award Official Address:	
Identification of R & D:		Maximum Indirect Cost Rate for the Federal Award	
Date of Contract Execution (mm/dd/xx)		Accomplishment Year (HUD Program Year)	
Period of Performance Start Date (mm/dd/xx)		Period of Performance End Date (mm/dd/xx)	
Action Plan Year / IDIS Project ID Number		Activity IDIS Matrix Code	
Project Description, Goals and Objectives: (Maximum 500 characters)			
Project Progress/Accomplishment Narrative: (Maximum 400 characters)			
Total CDBG Funds Expended (PYTD)			
Total Funds Expended for Indirect Cost (PYTD)		#DIV/0!	
Report prepared by:		Date report prepared:	
For City Used Only:	IDIS Activity ID #:	Reviewed by:	Date of review:

Program:	Community Development Block Grant - Entitlement Grants / 14.218	National Objective / Activity Matrix Code	XXX / 00A
Date of Contract Execution (mm/dd/yyyy)	00/00/0000	Accomplishment Year (Federal Program Year)	2020-2021
Period of Performance Start Date (mm/dd/yyyy)	00/00/0000	Period of Performance End Date (mm/dd/yyyy)	00/00/0000
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)			
White/Caucasion	0		
Black/African American	0		
Asian	0		
American Indian/Alaskan Native	0		
Native Hawaiian/Other Pacific 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		
Total (Needs to Match Ethnicity Totals above)	0	0	0
Income Levels			
Extremely Low			
Low			
Moderate			
Non-Low/Moderate			
Total	0		
		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:		Date report prepared:	
Report prepared by:			
For City Used Only:	IDIS Activity ID #:	Reviewed by:	Date of review: