

# Attachment A

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**SUBRECIPIENT AGREEMENT BETWEEN  
COUNTY OF MONTEREY  
And the  
*HOUSING AUTHORITY OF THE COUNTY OF MONTEREY*  
for the Establishment of a  
*HOMELESS PARENTING YOUTH CAMPUS***

THIS AGREEMENT entered this 1<sup>st</sup> day of July 2024 by and between the County of Monterey (herein called Grantee) and Housing Authority of the County of Monterey (herein called Subrecipient).

WHEREAS, Grantee was awarded an Economic Development Initiative, Community Project Funding ("CPF"), and Miscellaneous Grants award pursuant to the Consolidated Appropriations Act, 2022 (Public Law 117-103; and the Explanatory Statement for Division L of that Act, and superseding provisions of the Consolidated Appropriations Act, 2023 (public Law 117-328);

WHEREAS, Grantee entered Grant Agreement # B-22-CP-CA-0157 (Catalog of Federal Domestic Assistance #14.251) with the United States Department of Housing and Urban Development (HUD) with authority to expend funds as of August 27, 2024 (Attachment G);

WHEREAS, Grantee has unallocated funding available through the Fourth Round of Homeless Housing, Assistance and Prevention (HHAP-4) grant through the California Health and Safety Code, Section 50218.7 and funded by appropriations by the state Legislature;

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use Grant funds for those activities described in Attachment A, Scope of Work; and,

WHEREAS, Grantee wishes to engage Subrecipient to assist Grantee in utilizing these funds by entering this Subrecipient Agreement (Agreement).

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

**I. SCOPE OF SERVICE**

**A. Term**

September 10, 2024, through June 30, 2027, and as more fully described in Section II and Attachment A.

**B. Not to Exceed Amounts**

1. Community Facility Projects - \$1,982,500.00 (One Million Nine Hundred Eighty-Two Thousand Dollars and No Cents);
2. Homeless Housing, Assistance Program - \$225,293.00 (Two Hundred Twenty-Five Thousand, Two Hundred Ninety-Three Dollars and No Cents); and,
3. As more fully described in Section III and Attachment B.

**C. Activities**

Subrecipient will be responsible for administering a CPF FY 2022-2023 Project/Program and a HHAP-4 Project/Program in a manner consistent with any standards required as a condition of

providing these funds. Such Program is described in Attachment A and will include activities eligible under CPF and HHAP-4.

#### D. Performance Monitoring

Grantee will monitor the performance of Subrecipient against goals and performance standards. The Grantee has entered a data management agreement with City Data Services for online grant reporting and drawdown requests. Subrecipient shall log into the City Data Services website and complete the online performance report as specified in Attachment A. 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 period of time after being notified by Grantee, Agreement suspension or termination procedures will be initiated.

In addition to reviewing the online performance reports, Grantee will monitor the Subrecipient to ensure that the Subrecipient is properly documenting all phases of the activities funded with this grant. Additional information on what the Grantee may monitor is included in Attachment \_.

## II. TIME OF PERFORMANCE

The Grant Agreement provides that performance may begin effective September 10, 2024, for purposes of determining eligible expenses unless otherwise noted in Attachment A. Accordingly, services of Subrecipient shall start on the 10 day of September 2024 and end on the 30<sup>th</sup> day of June 2027 but may be extended and remain in effect during any period that the Subrecipient has control over CPF funds, including program income, or through future rounds of HHAP funds. The term of this Agreement and the provisions herein may be extended by mutual agreement in writing to cover any additional period consistent with grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from CPF funds or other CPF assets, including program income and HHAP funds, or other HHAP assets.

## III. BUDGET

The budget is presented in Attachment B.

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

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the amount shown in Attachment A. Drawdowns for the payment of eligible expenses shall be made against the line items specified in Attachment A herein and in accordance with performance.

Payments to Subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement with HUD. Payments may also be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302.

## V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. Notices sent by mail are presumed delivered after five (5) days. All written communications under this Agreement shall be addressed to the individuals in the capacities listed below, unless otherwise modified by subsequent written notice.

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

### Grantee

County of Monterey  
Housing & Community Development Dept.  
Attention: Darby Marshall  
1441 Schilling Place – 2<sup>nd</sup> Fl., South  
Salinas, CA 93901  
(831) 755-5391  
(831) 755-5398 facsimile  
MarshallD@CountyofMonterey.gov

### Subrecipient

Housing Authority of the County of Monterey  
Development Corporation  
Attention: Zuliaka Boykin, President/CEO  
123 Rico Street  
Salinas, CA 939057  
(831) 796-4661  
(831) 886-3394  
ZBoykin@HAMonterey.org

County of Monterey  
Department of Social Services  
Attention: Alex Soltero, Management Analyst  
1000 South Main St., Suite 301  
Salinas, CA 93901  
(831) 796-3584 Telephone  
(831) 755-8477 Fax  
solteroar@countyofmonterey.gov

## VI. SPECIAL CONDITIONS

Special conditions, if any, are included in Attachment A, Scope of Services.

## VII. GENERAL CONDITIONS

### A. General Compliance

Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. 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 Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Subrecipient is an independent contractor.

#### C. Hold Harmless

Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipients performance or nonperformance of the services or subject matter called for in this Agreement.

#### D. Indemnification

Subrecipient shall indemnify, defend, and hold harmless Grantee, its officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless the Grantee under this Agreement.

#### E. Insurance Requirements

##### 1. Evidence of Coverage

Prior to commencement of this Agreement, Subrecipient shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Subrecipient, upon request, shall provide a certified copy of the policy or policies. In the case of a Subrecipient which is a municipal corporation, proof of self-insurance and any other insurance with coverage broad enough to meet the requirements set out below shall be deemed to meet the insurance requirements.

This Certificate of Insurance shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. Subrecipient shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of Subrecipient.

##### 2. Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

##### 3. Insurance Coverage Requirements:

Without limiting Subrecipient's duty to indemnify, Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance, if Subrecipient employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Subrecipient shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 4. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County

and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Subrecipient completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Subrecipient and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Subrecipient's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Subrecipients insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 4502 99.

Prior to the execution of this Agreement by the County, Subrecipient shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Subrecipient has in effect the insurance required by this Agreement. Subrecipient shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Subrecipient shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Subrecipient and Subrecipient shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Subrecipient to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

#### F. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.326 (Bonding Requirements), 2 CFR 200.310 (Insurance Coverage), and 2 CFR 200.447 (Insurance



Requirements).

#### G. Grantee Recognition

Subrecipient shall insure recognition of the role of Grantee 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, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### H. 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. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion, amend this Agreement to conform with Federal, state, and/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.

#### I. Suspension or Termination

In accordance with 2 CFR 200.340 - Termination, Grantee may suspend or terminate this Agreement if 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 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 Subrecipient to Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either Grantee or 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, Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made; Grantee may terminate the award in its entirety.

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Financial Management

### 1. Accounting Standards

Subrecipient agrees to comply with 2 CFR 200.302 Financial Management 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.

### 2. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E Cost Principles. 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

Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that 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 570.502 and 2 CFR Subpart D; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

### 2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

### 3. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information, subject to the omission of all client-identifying information, shall be made available to Grantee monitors or their designees for review upon request.

### 4. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service

and, in the case of a minor, that of a responsible parent/guardian.

#### 5. Close-outs

Subrecipient's obligation to Grantee 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 Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

#### 6. Audits & Inspections

Subrecipient shall abide by all state and federal laws and regulations, including but not limited to: 2 CFR 200; 24 CFR Part 84; and OMB Circulars A-21, A-122, and A-133.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, 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 Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

### C. Reporting and Payment Procedures

#### 1. Program Income

Subrecipient shall report on a quarterly basis all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to Grantee.

The Grantee shall reimburse the Subrecipient for eligible costs incurred between September 10, 2024 and June 30, 2027. All requests for payment must be submitted to the Grantee no later than July 30, 2027, as shown in Attachment A, Section A, Table 1.

#### 2. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipients share of administrative costs and shall submit such plan to Grantee for approval, in a form specified by Grantee. Any indirect costs must be consistent 2 CFR 200 Appendix II Subpart E Cost Principals.

### 3. Payment Procedures

Grantee will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by Subrecipient on a quarterly basis. Payments will be adjusted by Grantee in accordance with advance fund and program income balances available, if any, in Subrecipient accounts. In addition, Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by Grantee on behalf of Subrecipient. In no case shall reimbursement payments of eligible expenses exceed Subrecipients allocation of grant funds, or shall Grantee be obliged to make payments pursuant to this Agreement from funds other than those received by Grantee pursuant to the Grant Agreement.

### 4. Reporting after Completion of Program/Project

For programs (services), Subrecipient shall not need to submit any further reports after the last quarterly report filed upon the completion of the program and the HUD CAPER due thereafter. For projects, Subrecipient shall submit ongoing reports on a quarterly basis in regard to beneficiaries for a period of five years following completion of the project in the form, content, and frequency as required by Grantee. For projects undertaken by the Grantee, Subrecipient shall submit ongoing reports on a quarterly basis in regard to beneficiaries for a period of five years following the date that the Grantee is no longer a direct entitlement jurisdiction in the form, content, and frequency as required by Grantee.

## D. Procurement

### 1. Compliance with Regulations

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-327 Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, materials, etc.) shall revert to Grantee upon termination of this Agreement.

### 2. Travel

Subrecipient shall obtain written approval in advance from Grantee for any travel outside the Urban County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR 200.475 (Travel Costs).

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall follow the requirements of 2 CFR 200.311 (c) and CFR 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to Grantee any CDBG funds on hand and any accounts receivable which are attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If Subrecipient fails to use CDBG-assisted real property in

a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to, the property. Such payment shall constitute program income to Grantee. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

## IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

To the extent applicable because of Subrecipient activities under this Agreement, Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## X. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

Subrecipient agrees to comply with County of Monterey and State of California civil rights law and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 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 Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.

L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the project/program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

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 individuals with disabilities or handicaps in any Federally assisted program.

### B. Hiring Practices

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

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 required by 2 CFR 200.321. As used in this Agreement, the term "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).

#### 2. Access to Records

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 Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 3. Notifications

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

#### 4. Equal Employment Opportunity Statement

Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

#### 5. Subcontract Provisions

Subrecipient will include the provisions of Section V.A. Civil Rights, 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

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

### a. Davis-Bacon

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. 3141 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) the Davis-Bacon Act its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

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 Agreement, it shall comply with Federal requirements adopted by Grantee 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 Subrecipient of its obligation, if any, to require payment of the higher wage. 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.

- i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5.
  - ii. Provided contract award occurs within 180-days of N/A (the date of the wage determination in Attachment DE), the Subrecipient may rely on U.S. Department of Labor, Wage Determination CA N/A Modification N/A published on N/A, when determining what wages and fringe benefits that are to be paid to trades people employed on this project for purposes of compliance with the Davis-Bacon Act. Said wage determination is hereby incorporated into the Subrecipient Agreement as Attachment E.
  - iii. If contract award occurs after N/A the Subrecipient must request a new Wage Determination which shall replace Attachment E in its entirety.
- b. California Labor Code as it relates to the payment of California Prevailing Wage.
- i. If it is determined that wages paid on the project are subject to California Prevailing Wage requirements, then the Subrecipient agrees to ensure that all persons working on the project are paid at the higher combined base pay and fringe benefit rate (California Prevailing Wage Rate or Davis-Bacon wage rate).
  - ii. For purposes of compliance with California Prevailing Wage requirements, the Subrecipient shall rely on the most recent California Department of Industrial

Relations; General Prevailing Wage Determination when determining what wages and fringe benefits should be paid to trades people employed on this project.

1. The effective date of each determination is ten (10) days after the issue date. (8 CCR 16000). The general determinations are issued twice a year (February 22nd and August 22nd) and go into effect ten days thereafter (March 3rd in a leap year and March 4th in a non-leap year for determinations issued on February 22nd, and September 1st for determinations issued on August 22nd).

c. Determination of Wages to be Paid

- i. The Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the California Prevailing Wage Rate or Davis-Bacon wage rate.

3. "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 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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."

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 CDBG-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 Subrecipient will, to the extent possible, 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 CDBG-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

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

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. 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

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee thereto; provided, however, that claims for money due or to become due to Subrecipient from Grantee under this Agreement 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 Grantee.

2. Subcontracts

a. Approvals

Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of Grantee prior to the execution of such agreement.

b. Monitoring

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

Subrecipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

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 Grantee along with documentation concerning the selection process.

3. Hatch Act

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

Subrecipient agrees to abide by the provisions of 2 CFR 200.112 Conflict of Interest and 570.611, which include (but are not limited to) the following:

a. 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 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 CDBG-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 CDBG-assisted activity, or with respect to the proceeds from the CDBG-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 (1) 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 Grantee, Subrecipient, or any designated public agency.

5. Lobbying

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."

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

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 Grantee 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

Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## XI. ENVIRONMENTAL CONDITIONS

### A. Air and Water

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 308, and all regulations and guidelines issued thereunder; and
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

et. seq.), 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

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 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-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

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) 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.

#### E. CEQA

The County is acting solely in the capacity as a grant fund provider and the Subrecipient will abide by and follow all applicable State and Federal law relating to the project to which said funds are applied, including but not limited to any necessary environmental review and CEQA.

### XII. 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.

### XIII. SECTION HEADINGS AND SUBHEADINGS

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.

### XIV. WAIVER

Grantee's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. GOVERNMENT AND QUASI-GOVERNMENTAL AGENCIES**

If Subrecipient is a governmental or quasi-governmental agency, Subrecipient shall comply with 24 CFR 570.502 (a), "Applicability of uniform administrative requirements. For all other Subrecipients, Subrecipient shall comply with 24 CFR 570.502 (b)

**XVI. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between Grantee and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Grantee and Subrecipient with respect to this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

MONTEREY COUNTY HOUSING AUTHORITY  
DEVELOPMENT CORPORATION

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Zulieka Boykin, President/CEO

By: \_\_\_\_\_  
Craig Spencer, Director of Housing &  
Community Development

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

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

Approved as to form and legality:

Approved as to form and legality:

By: \_\_\_\_\_  
Anne Brereton, Deputy County Counsel

By: \_\_\_\_\_  
Reed Gallogly, Deputy County Counsel

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

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

Reviewed as to fiscal provisions:

By: \_\_\_\_\_  
Auditor-Controller's Office

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

Pursuant to California Corporations Code Section 313, this Subrecipient Agreement must be signed by:

1. any president or vice president, or chair of the Board; and
2. any secretary, assistant secretary, treasurer or assistant treasurer, or the CFO

Alternatively, the Subrecipient Agreement may be signed by anyone else named in a Resolution adopted by the Board of Directors provided a copy of said resolution is provided to the County.

**Attachment A**  
**Scope of Services**

**A. TERM**

This Agreement is for the period September 10, 2024 - June 30, 2027. Subrecipient understands that the CPF and HHAP-4 grants used to fund this Agreement each have different deadlines for obligating and requesting reimbursement as shown in Table 1:

**Table 1**

	Community Project Funding Grant	HHAP-4 Grant
Obligation Deadline	6/30/2025	5/31/2025
Eligible Expenses Through	12/31/2025	6/30/2027
Reimbursements Requests Due	1/30/2026	7/10/2027

**B. COMMUNITY PROJECTS FUNDING DRAWDOWN REQUIREMENTS**

1. All expenses shall be paid by the Grantee to the Subrecipient reimbursement basis on written request, supported by the necessary documentation, and at the frequencies indicated in Table 2.

**Table 2**

<u>Description</u>	<u>Frequency</u>	<u>NTE</u>	<u>Required Documentation</u>
Capitalized Operating Services Reserve Account - Initial Capital & 1st Year Contribution	One-Time	\$120,816	<ul style="list-style-type: none"> <li>• Proof outside account established</li> </ul>
Drop-In Center Start-Up	One-Time	\$6,146	<ul style="list-style-type: none"> <li>• Receipts</li> </ul>
HACM Administrative Costs (indirect)	One-Time	\$200,000	<ul style="list-style-type: none"> <li>• None</li> </ul>
Purchase, Closing & Escrow Costs	One-Time	\$1,514,913	<ul style="list-style-type: none"> <li>• Closing HUD-1</li> </ul>
Repair and Maintenance Reserve Account	One-Time	\$6,000	<ul style="list-style-type: none"> <li>• Proof outside account established</li> </ul>
Drop-In Center 1st Year Consumable Costs	Quarterly	\$2,000	<ul style="list-style-type: none"> <li>• Receipts</li> </ul>
Drop-In Center 1st Year Non-Consumable Costs	Quarterly	\$2,000	<ul style="list-style-type: none"> <li>• Receipts</li> </ul>
HACM Personnel Costs	Quarterly	\$54,375	<ul style="list-style-type: none"> <li>•</li> </ul>
Property Insurance	Quarterly	\$6,250	<ul style="list-style-type: none"> <li>• Property Insurance Statement</li> </ul>
Service Provider Personnel Costs	Quarterly	\$60,000	<ul style="list-style-type: none"> <li>• Agreement with Service Provider</li> <li>• Service Provider Invoices and Supporting Materials</li> </ul>
Property Taxes	Semi-Annually	\$10,000	<ul style="list-style-type: none"> <li>• Tax Bill</li> </ul>

2. Requests for Community Project Funding reimbursement should be submitted to the County's Housing Program Manager at the address or email address listed in Section V. Notices of this Agreement.

C. HOMELESS HOUSING, ASSISTANCE PROGRAM REIMBURSEMENT REQUIREMENTS (HHAP FUNDS)

1. SUBRECIPIENT shall submit original signed invoices with supportive documentation to the County setting forth the amount claimed by the 10<sup>th</sup> day of the month following the month in which services were performed.
2. Written requests for reimbursement should be submitted to the County's Management Analyst at the email address listed in Section V. Notices of this Agreement.

D. SCOPE OF WORK

The Housing Authority of the County of Monterey (HACM) will use Community Facilities Projects (CPF) and Housing Homeless, Assistance Program (HHAP-4) to establish a Homeless Youth Housing Campus (HYHC) for parenting youth and their families who are homeless or at risk of homelessness. The HYHC will have two components. The centerpiece of the campus is the purchase of a fourplex located at 760-764 Gabilan Drive (Units) in the Las Viviendas development in Soledad, Monterey County, California. The Units will provide permanent supportive housing for up to five years to eligible participants and their families while they work to secure permanent housing. The HYHC will also include a drop-in center where youth who are homeless or at-risk of homeless can access a variety of supportive services and programs. The County and HACM will work together to select a community services partner (CSP). The CSP will operate a drop-in center. The drop-in center will offer supportive services to the residents of the Units and any other eligible participants requesting access to other housing programs and/or related services.

The HACM will provide all property management services through the on-site property management team of the 425 Benito Street Affordable Housing Community. HACM will host the drop-in center at the Benito Street Affordable Housing Community.

SUBRECIPIENT shall utilize its local Homeless Management Information System (HMIS) to track Homeless Housing, Assistance and Prevention (HHAP) funded projects, services, and clients served. SUBRECIPIENT will ensure that HMIS data are collected in accordance with applicable laws, and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).

SUBRECIPIENT shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or 'HDIS'), in accordance with their existing Data Use Agreement entered into and with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

SUBRECIPIENT shall ensure that services are provided in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted with HHAP funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.



SUBRECIPIENT shall participate in annual monitoring activities conducted by County staff and may include State HHAP program representatives. Monitoring may be conducted as a site visit or desk review. Monitoring activities will review fiscal integrity, customer service, program management, and data collection & reporting. SUBRECIPIENT shall make client files available to authorized County staff and State of California HHAP program representatives as sample data to verify agency compliance with contract requirements and reported outcome data as necessary.

E. REPORTING REQUIREMENTS

1. Through September 30, 2031, SUBRECIPIENT will annually report on the County the:
  - a. Permanent Supportive Housing Component:
    - i. Number of households residing in the fourplex;
    - ii. Number of people in each household;
    - iii. Income level of each household;
    - iv. Race and ethnicity of the head of household; and,
    - v. Unit turnover.
  - b. Drop-In Center Component:
    - i. Number of persons using the Center;
    - ii. Type of services used; and,
    - iii. Client outcomes.
2. SUBRECIPIENT shall record supportive case management services provided to program participants using HMIS.
  - a. i. HMIS CAPER report shall be submitted annually and include record of case management provided, individuals newly housed, individuals newly employed, and other supportive services provided during the reporting period.
3. Annual HHAP Compliant Reporting: SUBRECIPIENT shall report on the following per HHAP program requirements:
  - a. i. Summary description of the project (2-3 sentences)
  - b. ii. Summary of project impact over the calendar year. A project's impact is an opportunity to describe how and/or why the project was important in your community. Impact could include, but not limited to, closing a service gap (geographically or otherwise), related to equity, related to partnerships, related to capacity building, reaching hard-to-reach or underserved populations, strategic planning, and/or leveraging funding.



F. CHECKLIST CONDITIONS

**Table 3**

- Project may begin incurring eligible expenses immediately
- Project must wait until notified by the County that all environmental reviews are complete before incurring eligible expenses
- Subrecipient is required to submit Progress Reports and Invoices
- Project is subject to the special terms and conditions in Attachment C – Davis-Bacon Wage Determination
- Project is subject to the special terms and conditions in Attachment D – Construction Projects
- Project is Subject to the special terms and conditions in Attachment E – Monitoring Standards
- Project is a construction project valued at more than \$200,000 and subject to Section 3 of the HUD Act of 1968 and its associated regulations at 24 C.F.R. Part 75 and subject to the special terms and condition in Attachment F – Outreach Efforts
- Activity is subject to California Prevailing Wages
- Recipient must use HUD CPD Income Eligibility Calculator (<https://www.hudexchange.info/incomecalculator/>) or the HUD Homeless Management Information System (HMIS) to document eligibility of beneficiaries.

Yes	<b>X</b>	No	
Yes		No	<b>X</b>
Monthly		Quarterly	<b>X</b>
Yes		No	<b>X</b>
Yes		No	<b>X</b>
Yes	<b>X</b>	No	
Yes		No	<b>X</b>
Yes	<b>X</b>	No	
Yes		No	<b>X</b>

## Attachment B Budget

Description	First Year	CPF Uses	HHAP-4	Other Funding Uses (CoC and PBV)
CPF Grant Funding	\$1,995,000	\$1,995,000		
CoC Grant Funding	\$200,000			\$200,000
PBV Renewable Vouchers	\$0			
HHAP Grant Funding	\$225,293		\$225,293	
Other Grant Funding	\$0			
<b>Total Revenue Sources</b>	<b>\$2,420,293</b>	<b>\$1,995,000</b>	<b>\$225,293</b>	<b>\$200,000</b>
<b>PERSONNEL ANNUAL COSTS</b>				
County HCD Housing Program Manager	\$12,500	\$12,500		
HACM Property Manager	\$20,313	\$20,313		
HACM Program Director	\$13,750	\$13,750		
HACM Maintenance Worker	\$20,313	\$20,313		
PSH Program Director	\$20,000	\$20,000		
PSH Service Coordinator	\$40,000	\$40,000		
PSH Part-Time Service Coordinator (Contingent on Funding)	\$20,000		\$20,000	
Outreach Workers	\$0			
<b>Subtotal - Personnel Costs</b>	<b>\$146,875</b>	<b>\$126,875</b>	<b>\$20,000</b>	<b>\$0</b>
<b>NON-PERSONNEL ONE-TIME COSTS</b>				
Purchase of 4 Townhome Units	\$1,480,960	\$1,480,960		
Closing Costs (One Time)	\$29,619	\$29,619		
Escrow to Close (One Time)	\$4,334	\$4,334		
COSR Reserves (One time)	\$115,000	\$115,000		
Repair and Maintenance Reserves (One Time)	\$50,000		\$50,000	
Furniture/Equipment for the Units	\$40,000		\$40,000	
Drop-in Center Startup Fees (Non-Consumables)	\$15,663	\$6,146	\$9,517	
Administrative Costs (10% indirect)	\$200,000	\$200,000		
<b>Subtotal - Non-Personnel One Time Costs</b>	<b>\$1,935,576</b>	<b>\$1,836,059</b>	<b>\$99,517</b>	<b>\$0</b>
<b>NON-PERSONNEL ANNUAL COSTS</b>				
<b>Property Management and Maintenance Annual Costs for the Units</b>				
COSR	\$5,816	\$5,816		
Repair and Maintenance	\$6,000	\$6,000		
Property Insurance	\$6,250	\$6,250		
Property Taxes	\$10,000	\$10,000		
Utilities for Units	\$40,000		\$40,000	
Admin Fee/Section 8 PVB	\$12,200		\$12,200	
HOA for Units	\$1,800		\$1,800	
<b>Subtotal - Property Maintenance Annual Costs</b>	<b>\$82,066</b>	<b>\$28,066</b>	<b>\$54,000</b>	<b>\$0</b>
<b>Campus Drop-In Center Annual Operations (Non-Personnel) Costs</b>				
Rent for Drop-In Center	\$21,600		\$15,774	\$5,826
Drop-in Center Annual Non-Consumable Costs	\$4,000	\$2,000	\$2,000	
Drop-in Center Annual Consumable Costs	\$2,000	\$2,000		
Client Transportation	\$2,000		\$2,000	

Description	First Year	CPF Uses	HHAP-4	Other Funding Uses (CoC and PBV)
Campus Participant Access to Printing and Office Supplies & Equipment	\$1,500		\$1,500	
Campus Telephone and Internet	\$1,000		\$1,000	
Participant Incentives	\$1,000		\$1,000	
Contingencies (Services)	\$28,502		\$28,502	
<b>Subtotal - Non-Personnel Annual Costs</b>	<b>\$61,602</b>	<b>\$4,000</b>	<b>\$51,776</b>	<b>\$5,826</b>
Total Annual Personnel and Non-Personnel Costs	\$290,543	\$158,941	\$125,776	\$5,826
Total One-Time Costs	\$1,935,576	\$1,836,059	\$99,517	\$0
<b>TOTAL BUDGET</b>	<b>\$2,226,119</b>	<b>\$1,995,000</b>	<b>\$225,293</b>	<b>\$5,826</b>
Source Remaining	\$194,174	\$0	\$0	\$194,174

Description	Second Year	CPF Uses	HHAP-5	PBV Renewable Vouchers Uses	Other Funding Uses (CoC and Grants)
CPF Grant Funding	\$5,000	\$5,000			
CoC Grant Funding	\$108,382				\$108,382
PBV Renewable Vouchers	\$126,880			\$126,880	
HHAP Grant Funding	\$225,506				
Other Grant Funding	\$0				
<b>Total Revenue Sources</b>	<b>\$240,262</b>	<b>\$5,000</b>		<b>\$126,880</b>	<b>\$108,382</b>
<b>PERSONNEL ANNUAL COSTS</b>					
County HCD Housing Program Manager	\$5,000	\$5,000			
HACM Property Manager	\$20,313			\$20,313	
HACM Program Director	\$13,750			\$2,703	\$11,047
HACM Maintenance Worker	\$20,313				\$20,313
PSH Program Director	\$20,000			\$5,658	\$14,342
PSH Service Coordinator	\$40,000			\$40,000	
PSH Part-Time Service Coordinator (Contingent on Funding)	\$0				
Outreach Workers	\$0				
<b>Subtotal - Personnel Costs</b>	<b>\$119,375</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$68,673</b>	<b>\$45,702</b>
<b>NON-PERSONNEL ANNUAL COSTS</b>					
<b>Property Management and Maintenance Annual Costs for the Units</b>					
COSR	\$5,990			\$5,990	
Repair and Maintenance	\$6,180			\$6,180	
Property Insurance	\$6,438			\$6,438	
Property Taxes	\$10,000			\$10,000	
Utilities for Units	\$41,200				\$41,200
Admin Fee/Section 8 PVB	\$12,566				\$12,566
HOA for Units	\$1,854				\$1,854
<b>Subtotal - Property Maintenance Annual Costs</b>	<b>\$84,227</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,607</b>	<b>\$55,620</b>
<b>Campus Drop-In Center Annual Operations (Non-Personnel) Costs</b>					
Rent for Drop-In Center	\$21,600			\$21,600	
Drop-in Center Annual Non-Consumable Costs	\$8,000			\$8,000	
Drop-in Center Annual Consumable Costs	\$2,500			\$0	\$2,500
Client Transportation	\$2,060			\$0	\$2,060
Campus Participant Access to Printing and Office Supplies & Equipment	\$1,000			\$0	\$1,000
Campus Telephone and Internet	\$1,000			\$0	\$1,000
Participant Incentives	\$500			\$0	\$500
Contingencies (Services)	\$0			\$0	
<b>Subtotal - Non-Personnel Annual Costs</b>	<b>\$36,660</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,600</b>	<b>\$7,060</b>
Total Annual Personnel and Non-Personnel Costs	\$240,262	\$5,000	\$0	\$126,880	\$108,382
Total One-Time Costs	\$0	\$0	\$0	\$0	\$0
<b>TOTAL BUDGET</b>	<b>\$240,262</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$126,880</b>	<b>\$108,382</b>
Source Remaining	\$0	\$0	\$0	\$0	\$0

**Attachment C**  
**Davis-Bacon Wage Determination**

NOT REQUIRED

**Attachment D**  
**Special Terms and Conditions**  
**For Construction Projects**

**SB854 Compliance**

The Subrecipient must register the project with the California Department of Industrial Relations (DIR) within five days of awarding the contract, by completing form PWC-100. ([Labor Code section 1773.3](#)) This requirement applies to all public works projects that are subject to the prevailing wage requirements of the Labor Code, regardless of size or funding source.

The Subrecipient is responsible for administering its project and ensuring that public funds are used appropriately. As partners with DIR's Public Works Enforcement team, the Subrecipient must also ensure that all public works contractors are following all labor laws.

**Bid Document and Contract Language Requirement**

Subsection (b) of Labor Code section 1771.1 states that "Notice of the requirement described in [Section 1771.1] (a) shall be included in all bid invitations and public works contracts[.]"

Provision to obtain proof of bidder DIR registration.

- The Subrecipient is responsible for compliance with this requirement.
- Bid document to be submitted to County five (5) business days before it is issued to the public.
- County reviews and confirms requirements are met.
- The Subrecipient may proceed if County DOES NOT notify them that the bid documents are insufficient.

**Project Award**

All bidders and selected contractors/subcontractors must be registered with DIR at time bid is submitted and provide one of two numbers:

1. Public Works Contractor (PWC) Registration Number
2. California Contractors State License Board (CSLB)/Certificate Number

Subrecipient is responsible for:

- Verifying PWC and/or CSLB/Certificate Numbers of selected contractor and subcontractors
- Registering the public works project with DIR
- Providing proof of project registration to the County

1) Prior to issuing a construction request for bid, the Subrecipient shall:

- a) Provide a copy of all bid documents to the County for review to ensure that the required labor standards language contained in Section X.C.2 of this Agreement and the U.S. Department of Labor Wage Determination is incorporated into the bid documents.
  - i) Bid documents shall not be released until the Subrecipient has received County approval of the bid documents.
- b) Provide a copy of a contract with the prevailing wage monitor responsible for reviewing all Certified Weekly Payrolls and conducting employee interviews to ensure that the correct job classification is used, and the correct wages and fringe benefits are paid as required by Section X.C.2.a of this Agreement.

- 2) Prior to issuing a Notice to Proceed, the Subrecipient shall:
  - a) Provide the selected contractor's DUNS number to the County.
  - b) Provide proof that the selected contractor and sub-contractors have not been disbarred or excluded from receiving federal assistance by providing a printout of the contractor's status obtained from [www.sam.gov](http://www.sam.gov)
  - c) Provide the California Department of Industrial Relations DIR Project ID to prove that the project has been registered with the California Department of Industrial Relations as required by SB854.
  
- 3) When submitting the first monthly report, the Subrecipient shall include the following information in addition to the requirements in number 4 of this attachment:
  - a) Bid opening date;
  - b) Contract award date;
  - c) Pre-construction conference date; and
  - d) Construction start date.
  
- 4) When submitting monthly reports, the Subrecipient shall include:
  - a) Percentage of work completed;
  - b) Weekly certified payrolls:
    - i) Subrecipients are encouraged to use the U.S. Department of Labor form HW-347 for reporting certified payrolls. Instructions and fillable pdf forms are available at:
      - (1) <http://www.dol.gov/whd/forms/wh347instr.htm>;
      - (2) <http://www.dol.gov/whd/forms/wh347.pdf>; and
  - c) Copies of employee interviews conducted to verify job classification and wage rate.
  - d) Wage Monitor's certification that they have reviewed the certified payrolls and that all wages and fringe benefits have been correctly paid.



**Attachment E**  
**Special Terms and Conditions**  
**Monitoring Standards**

The following is a partial listing of the areas that the Grantee may monitor to ensure Subrecipient compliance with the Subrecipient Agreement and all referenced laws and regulations. The items listed below represent some, but not all the items that the County may examine during its monitoring visit.

- 1) Record Keeping Systems (24 C.F.R. 570.506)
  - a) Overall filing system – Can the required records be quickly and easily found
  - b) Contractor bonding and insurance
  - c) National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- 2) Financial Management Systems
  - a) Did Subrecipient expend \$500,000 or more in Federal funds (from all sources) during the Subrecipient's last fiscal year?
    - i) If yes, was an Independent Audit prepared?
    - ii) If yes, the County will need a copy for its records.
    - iii) If no, the County will need to know why one was not prepared.
- 3) Procurement & Bonding
  - a) Procurement Procedures
  - b) Conflict of Interest
- 4) Non-Discrimination and Actions to Further Fair Housing

## Attachment F Special Terms and Conditions Section 3 Outreach Efforts

### Nature of Agency Efforts

This section is required if, based on the labor hours reporting above, the reporting agency did not meet the safe harbor benchmarks.

Check all that apply. Maintain records available for HUD review to document any efforts checked.

- Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- Outreach efforts to generate job applicants who are Other Funding Targeted Workers.
- Direct, on-the job training (including apprenticeships).
- Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.
- Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Outreach efforts to identify and secure bids from Section 3 business concerns.
- Technical assistance to help Section 3 business concerns understand and bid on contracts.
- Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.
- Held one or more job fairs.
- Provided or connected residents with supportive services that can provide direct services or referrals.
- Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.
- Assisted residents with finding child care.
- Assisted residents to apply for, or attend community college or a four year educational institution.
- Assisted residents to apply for, or attend vocational/technical training.
- Assisted residents to obtain financial literacy training and/or coaching.
- Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Provided or connected residents with training on computer use or online technologies.
- Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- Other. Specify:

**Attachment G  
B-22-CP-CA-0157  
Grant Agreement**

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-CA-0157**

**Grantee Name:** County of Monterey

**Grantee Address:** 1441 Schilling Place, South Second Floor Salinas, CA 93901

**Grantee's Unique Entity Identifier (UEI):**

**Grantee's Employer Identification Number (EIN)**

**Federal Award Identification Number (FAIN)** B-22-CP-CA-0157

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and County of Monterey (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-CA-0157**

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

**FY 2022 COMMUNITY PROJECT FUNDING  
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F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

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C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3



accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

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the document titled “Grant Award Instructions” that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

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D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

## **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

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4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

**ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

**ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

County of  
Monterey \_\_\_\_\_

(Name of Organization)

Signed by:  
BY: Craig Spencer  
769CA90A9C4A4B4...  
(Signature of Authorized Official)

Director of Housing and Community Development  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

9/3/2024  
\_\_\_\_\_  
(Date)

**HUD**

BY: \_\_\_\_\_  
Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

**APPENDIX 1 – Project Narrative**

**APPENDIX 2 – Approved Budget**

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ? The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ? The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]



## **APPENDIX 4 – Award Term and Condition for Grantee Integrity and Performance Matters**

### Reporting of Matters Related to Grantee Integrity and Performance

#### *1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### *2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
NONE.

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is 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 the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

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will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

*6. Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

## APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

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- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).