

**SUPPLEMENTAL AGREEMENT FOR THE USE OF
2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

This Supplemental Agreement ("Agreement") is entered into this _____ day of _____, 2020, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called, "COUNTY," and the **CITY OF COACHELLA**, herein called "CITY." COUNTY and CITY are collectively referred to as "Parties" and individually as "Party."

The COUNTY and CITY mutually agree as follows:

1. GENERAL. COUNTY and CITY have executed a Cooperation Agreement, dated July 11, 2017 ("Cooperation Agreement"), whereby CITY elected to participate with COUNTY, which has qualified as an "Urban County" for purposes of receiving Community Development Block Grant (CDBG) funds ("CDBG"), and to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974, Title 1, as amended, Public Law 93-383 hereinafter referred to as "Act." Said Cooperation Agreement, dated July 11, 2017, is incorporated herein by reference and made a part of this Agreement as if each and every provision was set forth herein.

2. PURPOSE. CITY has been allocated **\$363,223** in CDBG Entitlement funds for the 2020-2021 CDBG program year. CITY promises and agrees to undertake and assist with the community development activities, within its jurisdiction, by utilizing the sum of **\$363,223** CDBG Entitlement Funds, as specifically identified in Exhibit(s) A, attached hereto, and are incorporated herein by this reference, for the following project(s) (collectively, the "Projects"):

A) 4.CO.24-20 Bagdouma Park Basketball Courts Rehabilitation Project, \$363,223.

1 3. TERM OF AGREEMENT. The term of this Agreement for the implementation of
2 the Project(s) shall be for a period of one (1) year from July 1, 2020, to termination on June 30,
3 2021.

4 4. COMPLETION SCHEDULE. CITY shall proceed consistent with the completion
5 schedule set forth in Exhibit(s) A, attached hereto and incorporated herein.

6 5. EXTENSION OF TIME. In the event the Project(s) are not substantially completed by
7 the time set forth in the applicable completion schedule(s) due to a force majeure event (See
8 Section 40 below), the COUNTY may consider extending the schedule for the completion of the
9 project(s). Times of performance for other activities may also be extended in writing by
10 COUNTY. If substantial progress toward completion in conformance with the completion
11 schedule, as determined by COUNTY in its discretion, of the project(s) are not made during the
12 term of this Supplemental Agreement, COUNTY may suspend or terminate this Supplemental
13 Agreement pursuant to the termination procedures set forth in the section titled "Termination,"
14 and the entitlement funds associated with the Project(s) may be reprogrammed by the COUNTY
15 after appropriate notice is provided to the City.

16 6. LETTER TO PROCEED. CITY shall not initiate nor incur expenses for the CDBG-
17 funded Projects or activities covered under the terms of this Supplemental Agreement as set forth
18 in Exhibit(s) A, attached hereto, prior to receiving written authorization from COUNTY to
19 proceed.

20 7. NOTICES. Each notice, request, demand, consent, approval or other
21 communication (hereinafter in this Section referred to collectively as "notices" and referred to
22 singly as a "notice") which the CITY or COUNTY is required or permitted to give to the other
23 party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and
24 sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered
25 shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or
26 other similar national overnight courier) designating early morning delivery (any notice so
27 delivered shall be deemed to have been received on the next Business Day following receipt by
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the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

<u>COUNTY</u>	<u>CITY</u>
Heidi Marshall	William Pattison, Jr
Riverside County HHPWS Director	City of Coachella
P.O. Box 1528	53990 Coachella Way
Riverside, CA 92502	Coachella, CA 92236

8. DISBURSEMENT OF FUNDS.

A. COUNTY's Board of Supervisors shall determine the final disposition and distribution of all funds received by COUNTY under the Act consistent with Sections 2 and 3 of this Supplemental Agreement. COUNTY, through its Department of Housing, Homelessness Prevention, and Workforce Solutions, shall make payment of the CDBG funds to CITY as set forth in the attached Exhibit(s) A,. It is the CITY's responsibility to monitor all project activities set forth in the attached Exhibit(s) A., and to ensure compliance with applicable federal regulations and the terms of this Supplemental Agreement.

B. CITY shall comply with timely drawdown of CDBG Entitlement funding by expeditiously implementing and completing the COUNTY-approved, CDBG-funded Projects. CITY acknowledges that CITY's drawdown performance directly impacts the COUNTY's overall program drawdown rate. If the CITY's unobligated CDBG fund balance, as of January 31, 2021, exceeds one hundred and seventy-five percent (175%) of the CITY's 2020-2021 CDBG allocation, the COUNTY may, in its sole discretion, take the necessary administrative actions to reduce the CITY's CDBG fund balance. Necessary actions include, but are not limited to, reprogramming the excess CDBG fund balance to other eligible activities as selected by COUNTY. COUNTY may, in its sole and absolute discretion, authorize CITY in writing, prior to January 31, 2021, to exceed the CDBG fund balance requirement.

1 C. CITY shall comply with timely drawdown of CDBG funds by submitting
2 monthly requests for reimbursement or other COUNTY approved reimbursement schedules. All
3 disbursements of CDBG funds will be on a reimbursement basis and made within thirty (30) days
4 after the COUNTY has received the CITY's reimbursement request including documentation
5 supporting expenditures.

6 D. All authorized obligations incurred in the performance of the Supplemental
7 Agreement for projects eligible under the following CDBG regulations must be reported in writing
8 to COUNTY no later than June 1, 2021:

- 9 1. Acquisition [24 Code of Federal Regulations (CFR) 570.201 (a)]
- 10 2. Clearance Activities [24 CFR 570.201 (d)]
- 11 3. Interim Assistance [24 CFR 570.201 (f)]
- 12 4. Code Enforcement [24 CFR 570.202 (c)]

13 All public service activities [24 CFR 570.201 (e)] and other eligible activities under this
14 Supplemental Agreement must be implemented, completed, and obligations reported in writing to
15 the COUNTY by the CITY no later than the completion schedules set forth in the attached Exhibits
16 to this Supplemental Agreement. "CFR" as used herein refers to the Code of Federal Regulations.

17 9. RECORDS AND INSPECTIONS.

18 A. CITY shall establish and maintain financial, programmatic, statistical, and
19 other supporting records of its operations and financial activities in accordance with the Uniform
20 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
21 CFR Part 200), and 24 CFR Section 570.502 (a), as they relate to the acceptance and use of federal
22 funds under this Agreement. Said records shall be retained for a period of four (4) years from the
23 date that the activity or program funded with the CDBG Grant is closed out by the COUNTY and
24 reported as complete in the Comprehensive Annual Performance and Evaluation Report (CAPER).
25 Exceptions to the four (4) year retention period requirement, pursuant to 2 CFR 200.333 include,
26 but not limited to, the following:

1 i. if any litigation, claim, or audit is started prior to the expiration of
2 the four (4) year period;

3 ii. when the CITY is notified in writing by the COUNTY, HUD, or
4 other Federal agency to extend the retention period;

5 iii. records for real property and equipment acquired with CDBG funds
6 must be retained for four (4) years after final disposition;

7 iv. when the records are transferred by the CITY to the COUNTY,
8 HUD, or other Federal agency, the four (4) year period is not applicable.

9 B. CITY shall obtain an external audit in accordance with the Uniform
10 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
11 CFR Section 200.500). Audits shall usually be performed annually but not less frequently than
12 every two years. Nonprofit institutions and government agencies that expend less than \$750,000 a
13 year in Federal awards are exempt from Federal audit requirements, but records must be available
14 for review by appropriate officials of the Federal grantor agency or subgranting entity. The audit
15 report shall be submitted to the COUNTY within 180 days after the end of the COUNTY'S fiscal
16 year.

17 C. CITY shall maintain a separate account for the CITY'S CDBG Entitlement
18 funds received as set forth in Exhibit(s) A., attached hereto.

19 D. Pursuant to 2 CFR 200.336, CITY shall, during the normal business hours,
20 make available to COUNTY, the U.S. Department of Housing and Urban Development (HUD),
21 or other authorized representative, for the examination and copying, all of its records and other
22 materials with respect to matters covered by this Agreement and provide reasonable access to
23 CITY staff for the purpose of interview and discussion related to the records and documents.

24 E. CITY shall not retain any program income as defined in 24 CFR 570.500.
25 Said program income shall be used only for the activities that are the subject of this Agreement.
26 Further, all provisions of this Agreement shall apply to such activities.

27 F. The CITY shall ensure that at least fifty-one percent (51%) of the persons
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1 benefiting from all CDBG-funded activities or projects designated as serving limited clientele [24
2 CFR 570.208(a)(2)(i)] are of low and moderate-income and meet the applicable household income
3 guidelines. The CITY shall provide the required income certification and direct benefit
4 documentation, in writing, to the COUNTY pursuant to the reporting requirement of each activity
5 as set forth in Exhibit(s) A., attached hereto. In the event that CITY engages the services of a sub-
6 contractor to implement CDBG-funded activities, the CITY must collect, in writing, all required
7 income certification and direct benefit documentation from subcontractors prior to submittal to the
8 COUNTY pursuant to the reporting requirement of each activity as set forth in Exhibit(s) A.,
9 attached hereto.

10 10. COMPLIANCE WITH LAWS. CITY shall comply with all applicable federal,
11 state, and local laws, regulations, and ordinances and any amendments thereto and the federal
12 regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, CITY
13 is to comply with those regulations found in the Uniform Administrative Requirements, Cost
14 Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 24 CFR Part 570.
15 CITY is to abide by the provisions of the Community Development Block Grant Manual, prepared
16 by COUNTY and cited in the above-mentioned Cooperation Agreement. CITY shall comply, if
17 applicable, with Section 3 of the Housing & Urban Development Act of 1968 (12 U.S.C.A. Section
18 1701u), as amended, a copy of which is attached hereto as Exhibit "S", and incorporated herein by
19 this reference. CITY shall adhere to the restrictions set forth in 24 CFR 570.200 (j) and 24 CFR
20 Section 5.109, which is attached hereto as Exhibit "R", a copy of which is incorporated herein by
21 this reference, pertaining to inherently religious activities. CITY shall comply with the Additional
22 Federal Requirements, if applicable, attached hereto as Exhibit "AFR", and incorporated herein
23 by this reference.

24 11. COOPERATION WITH HOUSING ACTIVITIES. CITY shall cooperate with
25 COUNTY in undertaking essential community development and housing assistance activities,
26 specifically urban renewal and public assistance housing, and shall assist COUNTY in
27 implementing and undertaking the goals and strategies identified in the 2019-2024 Five Year
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1 Consolidated Plan, pursuant to 24 CFR Part 91 and other requirements of the Community
2 Development Block Grant Program.

3 12. LEAD AGENCY FOR COMPLIANCE WITH THE CALIFORNIA
4 ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Title 14 CCR Section 1501(d), the
5 CITY is designated as the lead agency for the projects that are the subject matter of this
6 Supplemental Agreement.

7 13. HOLD HARMLESS AND INDEMNIFICATION. In contemplation of the
8 provisions of Section 895.2 of the California Government Code imposing certain tort liability
9 jointly upon public entities solely by reason of such entities being parties to an agreement as
10 defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in
11 Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages
12 including, but not limited to, claims, demands, losses, liabilities, costs and expenses including
13 reasonable attorneys' fees, resulting from the negligent or wrongful acts or omissions of their
14 employees or agents in the performance of this Agreement, and each Party shall indemnify, defend
15 and hold harmless the other Parties from such claims, demands, damages, losses or liabilities for
16 their negligence.

17 The hold harmless and indemnification obligations set forth herein shall survive the
18 termination and expiration of this Agreement. In the event there is conflict between this clause and
19 California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code
20 2782. Such interpretation shall not relieve the CITY from indemnifying the Indemnitees to the
21 fullest extent allowed by law.

22 14. INSURANCE. Without limiting or diminishing the CITY's obligation to
23 indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be
24 maintained, at its sole cost and expense, the following insurance coverage's during the term of this
25 Agreement. As respects to the insurance section only, the COUNTY herein refers to the County
26 of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors,
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1 officers, Board of COUNTY OF RIVERSIDE Supervisors, employees, elected or appointed
2 officials, agents, or representatives as Additional Insureds

3 a. Workers' Compensation:

4 If the CITY has employees as defined by the State of California, the CITY shall
5 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of
6 the State of California. Policy shall include Employers' Liability (Coverage B) including
7 Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall
8 be endorsed to waive subrogation in favor of the County of Riverside.

9 b. Commercial General Liability:

10 Commercial General Liability insurance coverage, including but not limited to,
11 premises liability, contractual liability, products and completed operations liability, personal and
12 advertising injury, and cross liability coverage, covering claims which may arise from or out of
13 CITY'S performance of its obligations hereunder. Policy shall name the County of Riverside as
14 Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence
15 combined single limit. If such insurance contains a general aggregate limit, it shall apply
16 separately to this agreement or be no less than two (2) times the occurrence limit.

17 c. Vehicle Liability:

18 If vehicles or mobile equipment are used in the performance of the obligations
19 under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or
20 hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit.
21 If such insurance contains a general aggregate limit, it shall apply separately to this agreement or
22 be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as
23 Additional Insured.
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25 d. General Insurance Provisions - All lines:

26 (i). Any insurance carrier providing insurance coverage hereunder shall
27 be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
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1 unless such requirements are waived, in writing, by the County Risk Manager. If the County's
2 Risk Manager waives a requirement for a particular insurer such waiver is only valid for that
3 specific insurer and only for one policy term.

4 (ii). The CITY must declare its insurance self-insured retentions. If such
5 self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written
6 consent of the County Risk Manager before the commencement of operations under this
7 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the
8 election of the County's Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such
9 self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which
10 guarantees payment of losses and related investigations, claims administration, and defense costs
11 and expenses.

12 (iii). CITY shall cause CITY'S insurance carrier(s) to furnish the County
13 of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified
14 original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so
15 orally or in writing by the County Risk Manager, provide original Certified copies of policies
16 including all Endorsements and all attachments thereto, showing such insurance is in full force and
17 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the
18 insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
19 prior to any material modification, cancellation, expiration or reduction in coverage of such
20 insurance. In the event of a material modification, cancellation, expiration, or reduction in
21 coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior
22 to such effective date, another properly executed original Certificate of Insurance and original
23 copies of endorsements or certified original policies, including all endorsements and attachments
24 thereto evidencing coverage's set forth herein and the insurance required herein is in full force and
25 effect. CITY shall not commence operations until the COUNTY has been furnished original
26 Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified
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1 original policies of insurance including all endorsements and any and all other attachments as
2 required in this Section. An individual authorized by the insurance carrier to do so on its behalf
3 shall sign the original endorsements for each policy and the Certificate of Insurance.

4 (iv). It is understood and agreed to by the parties hereto that the CITY'S
5 insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or
6 deductibles and/or self-insured retention's or self-insured programs shall not be construed as
7 contributory.

8 (v). If, during the term of this Agreement or any extension thereof, there
9 is a material change in the scope of services; or, there is a material change in the equipment to be
10 used in the performance of the scope of or, the term of this Agreement, including any extensions
11 thereof, exceeds five (5) years, the COUNTY reserves the right to adjust the types of insurance
12 required under this Agreement and the monetary limits of liability for the insurance coverage's
13 currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or
14 type of insurance carried by the CITY has become inadequate.

15 (vi). CITY shall pass down the insurance obligations contained herein to
16 all tiers of subcontractors working under this Agreement.

17 (vii). The insurance requirements contained in this Agreement may be
18 met with a program(s) of self-insurance acceptable to the COUNTY.

19 (viii). CITY agrees to notify COUNTY of any claim by a third party or
20 any incident or event that may give rise to a claim arising from the performance of this Agreement.

21 15. INDEPENDENT CONTRACTOR. The CITY is, for purposes relating to this
22 Supplemental Agreement, an independent contractor and shall not be deemed an employee of the
23 COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents
24 and subcontractor's) shall in no event be entitled to any benefits to which the COUNTY employees
25 are entitled, including but not limited to overtime, any retirement benefits, worker's compensation
26 benefits, and injury leave or other leave benefits. There shall be no employer-employee
27 relationship between the parties; and the CITY shall hold the COUNTY harmless from any and all
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1 claims that may be made against the COUNTY based upon any contention by a third party that an
2 employer-employee relationship exists by reason of this Supplemental Agreement. It is further
3 understood and agreed by the parties that the CITY in the performance of this Supplemental
4 Agreement is subject to the control or direction of the COUNTY merely as to the results to be
5 accomplished and not as to the means and methods for accomplishing the results.

6 16. NONDISCRIMINATION. CITY shall abide by 24 CFR Sections 570.601 and
7 570.602 of Title 24 of the Code of Federal Regulations which requires that no person in the United
8 States shall on the grounds of race, color, national origin, sex, sexual orientation, gender identity,
9 or veterans status be excluded from participation in, be denied the benefits of, or be subjected to
10 discrimination under any program or activity funded in whole or in part with Community
11 Development funds.

12 CITY shall abide by and include in any subcontracts to perform work under this
13 Supplemental Agreement, the following clause:

14 "During the performance of this Supplemental Agreement, CITY and its subcontractors
15 shall not unlawfully discriminate against any employee or applicant for employment
16 because of race, religion, color, national origin, ancestry, physical disability, medical
17 condition, marital status, veterans status, sexual orientation, gender identity, age (over 40)
18 or sex. CITY and subcontractors shall insure that the evaluation and treatment of their
19 employees and applicants for employment are free of such discrimination. CITY and
20 subcontractors shall comply with the provisions of the Fair Employment and Housing Act
21 (California Government Code Section 12900 et seq.). The applicable regulations of the
22 Fair Employment and Housing Commission are implementing California Government
23 Code Section 12990 et seq., set forth in Chapter 1 of Division 4.1 of Title 2 of the California
24 Administrative Code are incorporated into this Agreement by reference and made a part
25 hereof as if set forth in full. CITY and its subcontractors shall give written notice of their
26 obligations under this clause to labor organizations with which they have a collective
27 bargaining or other agreement."

1 17. PROHIBITION AGAINST CONFLICTS OF INTEREST

2 A. CITY and its assigns, employees, agents, consultants, officers and elected
3 and appointed officials shall become familiar with and shall comply with the Uniform
4 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2
5 CFR Part 200) and the CDBG regulations prohibiting conflicts of interest contained in 24 CFR
6 570.611.

7 B. The Subrecipient shall maintain a written code or standards of conduct that
8 shall govern the performance of its officers, employees or agents engaged in the award and
9 administration of contracts supported by Federal funds.

10 C. No employee, officer or agent of the Subrecipient shall participate in the
11 selection, or in the award, or administration of, a contract supported by Federal funds if a conflict
12 of interest, real or apparent, would be involved.

13 D. No covered persons who exercise or have exercised any functions or
14 responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in
15 a decision-making process or gain inside information with regard to such activities, may obtain a
16 financial interest in any contract, or have a financial interest in any contract, subcontract, or
17 agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the
18 CDBG-assisted activity, either for themselves or those with whom they have business or
19 immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes
20 of this paragraph, a "covered person" includes any person who is an employee, agent, consultant,
21 officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public
22 agency.

23 E. CITY understands and agrees that no waiver of exception can be granted to
24 the prohibition against conflict of interest except upon written approval of HUD pursuant to 24
25 CFR 570.611(d). Any request by CITY for an exception shall first be reviewed by COUNTY to
26 determine whether such request is appropriate for submission to HUD in the COUNTY'S sole and
27 absolute discretion. In determining whether such request is appropriate for submission to HUD,
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COUNTY will consider the factors listed in 24 CFR 570.611(d)(2).

F. Prior to the distribution of any CDBG funding under this Supplemental Agreement, CITY shall provide COUNTY, in writing, a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision making process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG activities funded under this Agreement. CITY shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the CDBG activities funded under this Supplemental Agreement.

G. Any violation of this Section 17 shall be deemed a material breach of this Supplemental Agreement, and the Supplemental Agreement shall be immediately terminated by the COUNTY.

18. LOBBYING. CITY certifies to the best of its knowledge and belief, that:

a. No federally-appropriated funds have been paid or will be paid, by or on behalf of the CITY, 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 federally-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, the CITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. CITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

1 under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and
2 disclose accordingly. This certification is a material representation of fact upon which reliance
3 was placed when this transaction was made or entered into.

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5 19. TERMINATION.

6 A. CITY. CITY may not terminate this Agreement except upon express written
7 consent of COUNTY, pursuant to 2 CFR 200.339 (a)(3).

8 B. COUNTY. Notwithstanding the provisions of Paragraph 19a above,
9 COUNTY may suspend or terminate this Supplemental Agreement upon a ten (10) day written
10 notice to CITY of action being taken and the reason for such action including, but not limited to,
11 the following reasons:

12 (1) In the event CITY fails to perform the covenants herein contained
13 at such times and in such manner as provided in this Supplemental Agreement; and

14 (2) In the event there is a conflict with any federal, state or local law,
15 ordinance, regulation or rule rendering any of the provisions of this Supplemental Agreement
16 invalid or untenable; or

17 (3) In the event the funding from the Department of Housing and Urban
18 Development referred to in Sections 1 and 2 above is terminated or otherwise becomes unavailable.

19 C. This Agreement may be terminated and/or funding suspended, in whole or
20 in part, for cause in accordance with the Uniform Administrative Requirements, Cost Principles,
21 and Audit Requirements for Federal Awards (2 CFR 200.339). Cause shall be based on the failure
22 of the CITY to materially comply with either the terms or conditions of this Agreement. Upon
23 suspension of funding, the CITY agrees not to incur any costs related thereto, or connected with,
24 any area of conflict from which the COUNTY has determined that suspension of funds is
25 necessary. CITY acknowledges that failure to comply with Federal statutes, regulations, or the
26 terms and conditions of this Agreement may be considered by the COUNTY in evaluating future
27 CDBG and non-CDBG funding applications submitted by CITY.

1 D. Upon suspension or termination of this Supplemental Agreement, CITY
2 shall return any unencumbered funds which it has been provided by COUNTY. In accepting said
3 funds, COUNTY does not waive any claim or cause of action it may have against CITY for breach
4 of this Supplemental Agreement.

5 E. Reversion of Assets

6 1. Upon expiration or termination of this Supplemental Agreement, the
7 CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration of the
8 Supplemental Agreement as well as any accounts receivable held by CITY which are attributable
9 to the use of CDBG funds awarded pursuant to this Supplemental Agreement.

10 2. Any real property under the CITY'S control that was acquired or
11 improved in whole or in part with CDBG funds (including CDBG funds provided to the CITY in
12 the form of a loan) in excess of \$25,000 is either:

13 (i) Used to meet one of the National Objectives pursuant to 24
14 CFR 570.208 until five years after expiration of this agreement, or for such longer period of time
15 as determined to be appropriate by the COUNTY; or

16 (ii) Not used in accordance with Clause (i) above, in which event
17 the CITY shall pay the COUNTY an amount equal to the current market value of the property less
18 any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or
19 improvement to, the property.

20 20. PUBLICITY. Any publicity generated by CITY for the Projects funded pursuant to
21 this Supplemental Agreement will make reference to the contribution of the COUNTY, the
22 Department of Housing, Homelessness Prevention, and Workforce Development, and the
23 Community Development Block Grant Program in making the project possible.

24 21. PROGRAM MONITORING AND EVALUATION. CITY and its subcontractors
25 shall be monitored and evaluated in terms of its effectiveness and timely compliance with the
26 provisions of this Supplemental Agreement and the effective and efficient achievement of the
27 CDBG National Objectives as set forth in Exhibit(s) A, attached hereto. Quarterly reports shall be
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1 due on the last day of the month immediately following the end of the quarter being reported. The
2 quarterly written reports shall include, but shall not be limited to, the following data elements:

3 A. Title of program, listing of components, description of activities/operations.

4 B. The projected goals, indicated numerically, and also the goals achieved (for
5 each report period). In addition, identify by percentage and description, the progress achieved
6 towards meeting the specified goals and identify any problems encountered in meeting goals.

7 C. If the CDBG-funded activity meets a National Objective under 24 CFR
8 570.208 (a)(2)(i), CITY will report the following:

9 1) Total number of direct beneficiaries (clientele served) with
10 household incomes at:

- 11 • Above 80% MHI
- 12 • Between 50% and 80% MHI (Low-Income)
- 13 • Between 30% and 50% MHI (Very Low-Income)
- 14 • Less than 30% MHI (Extremely Low-Income)

15 2) Total number and percent (%) of the clientele served that have
16 household incomes at or below 80% MHI

17 3) Racial ethnicity of clientele

18 4) Number of Female-Headed Households

19 D. CITY shall report, in writing, and cause its subcontractors to report, in
20 writing, beneficiary statistics monthly to Housing, Homelessness Prevention, and Workforce
21 Solutions (HHPWS) on the pre-approved *Direct Benefit Form* and *Self-Certification Form*
22 (certifying income, family size, and racial ethnicity) as required by HUD. Updated forms are to be
23 provided to CITY by HHPWS should HUD implement changes during the term of this
24 Supplemental Agreement. CITY and subcontractors will collect and provide all necessary data
25 required by HUD pertaining to the Specific Outcome Indicators as identified in HUD's
26 Community Planning and Development (CPD) Outcome Performance Measurement System.

27 22. PRIOR AUTHORIZATION. CITY shall obtain COUNTY's written approval
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1 from HHPWS prior to implementing the following "high risk" activities funded with CDBG
2 assistance:

- 3 A. Construction of public facilities (project plans and specifications);
- 4 B. Acquisition of real property;
- 5 C. Historic Preservation;
- 6 D. Relocation; and
- 7 F. Economic Development

8 23. PRIOR COUNTY APPROVAL (CONSTRUCTION ACTIVITIES). CITY shall
9 obtain COUNTY's written approval, through its HHPWS, of the project plans, specifications,
10 and construction documents prior to CITY'S construction of same for all projects consisting of
11 CDBG-funded construction activities. The COUNTY neither undertakes nor assumes nor will
12 have any responsibility or duty to CITY or to any third party to review, inspect, supervise, pass
13 judgment upon or inform CITY or any third party of any matter in connection with the
14 development or construction of the improvements, whether regarding the quality, adequacy or
15 suitability of the plans, any labor, service, equipment or material furnished to the property, any
16 person furnishing the same, or otherwise. CITY and all third parties shall rely upon its or their
17 own judgment regarding such matters, and any review, inspection, supervision, exercise of
18 judgment or information supplied to CITY or to any third party by the COUNTY in connection
19 with such matter is for the public purpose of assisting with a community development and
20 housing activity pursuant to the Act, and neither CITY (except for the purposes set forth in this
21 Agreement) nor any third party is entitled to rely thereon. The COUNTY shall not be responsible
22 for any of the work of construction, improvement, or development of the property.

23
24 It is the responsibility of CITY, without cost to COUNTY, to ensure that all applicable
25 local jurisdiction land use requirements will permit development of the property and construction
26 of the improvements and the use, operation, and maintenance of such Improvements in
27 accordance with the provisions of this Agreement. Nothing contained herein shall be deemed to
28 entitle Sponsor to any local jurisdiction or County permit or other local jurisdiction or County

1 approval necessary for the development of the Property, or waive any applicable local
2 jurisdiction or County requirements relating thereto. This Agreement does not (a) grant any land
3 use entitlement to CITY, (b) supersede, nullify, or amend any condition which may be imposed
4 by the local jurisdiction in connection with approval of the development described herein, (c)
5 guarantee to CITY or any other party any profits from the development of the Property, or (d)
6 amend any local jurisdiction or County laws, codes or rules.

7 24. PRIOR COUNTY APPROVAL (AQUISITION ACTIVITIES). CITY shall obtain
8 COUNTY's written approval and authorization to proceed, through its HHPWS , of all CDBG-
9 funded real property acquisition activities.

10 25. REAL PROPERTY ACQUIRED OR PUBLIC FACILITY CONSTRUCTED
11 WITH CDBG FUNDS. When CDBG funds are used, in whole or in part, by CITY to acquire
12 real property or to construct a public facility, CITY will comply with the Uniform Administrative
13 Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Section
14 200.311); National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.); the
15 California Environmental Quality Act (Cal. Pub. Resources Code §21000, et seq.); the Uniform
16 Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42
17 U.S.C.A. §4630, et seq.); and the COUNTY's Five Year Consolidated Plan. In addition, the
18 following is to occur:
19

- 20 a. Title to the real property shall vest in CITY;
- 21 b. The real property will be held by CITY, or the constructed facility will be
22 maintained by the CITY, for a minimum period of five (5) years from the date the CDBG-funded
23 activity is closed-out and reported as complete by the COUNTY through the Comprehensive
24 Annual Performance and Evaluation Report (CAPER);
- 25 c. While held by CITY, the real property or the constructed facility is to be
26 used exclusively for the purposes for which acquisition or construction was originally approved
27 by COUNTY;
28

1 d. Written approval from COUNTY must be secured if the property or the
2 facility is to be put to an alternate use that is consistent with the COUNTY'S Five Year
3 Consolidated Plan or the applicable federal regulations governing CDBG funds;

4 e. Should CITY desire to use the real property or the constructed facility, prior
5 to the completion of the mandatory five-year period, for a purpose not consistent with applicable
6 federal regulations governing CDBG funds or to sell the real property or facility, then:

7 (1) If CITY desires to retain title, CITY will reimburse COUNTY the
8 amount that represents the percentage of current fair market value that is identical to the
9 percentage that CDBG funds initially comprised of monies paid to acquire the property or
10 construct the facility; or

11 (2) If CITY sells the property or facility or is required to sell the
12 property or facility, CITY shall reimburse COUNTY the amount that represents the percentage
13 of proceeds realized by the sale that is identical to the percentage that CDBG funds initially
14 comprised of monies paid to acquire the property or construct the facility. This percentage
15 amount will be calculated after deducting all actual and reasonable cost of sale from the sale
16 proceeds.

17 26. ENTIRE AGREEMENT. This Supplemental Agreement, including any
18 attachments or exhibits hereto constitutes the entire Supplemental Agreement of the parties with
19 respect to its subject matter and supersedes all prior and contemporaneous representations,
20 proposals, discussions and communications, whether oral or in writing. No oral understanding or
21 agreement not incorporated herein shall be binding on any of the parties hereto. Each of the
22 attachments and exhibits attached hereto is incorporated herein by this reference.

23 27. SEVERABILITY. Each section, paragraph and provision of this Supplemental
24 Agreement is severable from each other provision, and if any provision or part thereof is declared
25 invalid, the remaining provisions shall remain in full force and effect.

26 28. EMPLOYMENT OPPORTUNITIES TO BE CAUSED BY PROJECT. CITY
27 agrees to notify in writing, and to cause any subcontractor implementing CDBG-funded Projects
28

1 to notify, in writing, the Riverside County Workforce Development Center of any and all job
2 openings that are caused by the CDBG-funded Projects under this Supplemental Agreement.

3 29. MINISTERIAL ACTS. The Director of Housing, Homelessness Prevention, and
4 Workforce Solutions or designee(s) are authorized to take such ministerial actions as may be
5 necessary or appropriate to implement the terms, provisions, and conditions of this Supplemental
6 Agreement as it may be amended from time-to-time by COUNTY.

7 30. PROJECT ELIGIBILITY. As to CITY or its claimants, COUNTY shall bear no
8 liability for any later determination by the United States Government, the U.S. Department of
9 Housing and Urban Development, or any other person or entity that CITY is or is not eligible
10 under 24 CFR Part 570 to receive CDBG entitlement funds from the COUNTY.

11 31. SOURCE OF FUNDING. CITY acknowledges that the source of funding pursuant
12 to this Supplemental Agreement is Community Development Block Grant funds (CFDA 14.218),
13 and the Grant Award Number is B-20-UC-06-0506.

14 32. ASSIGNMENT. The CITY shall not make any assignment or transfer in any form
15 with respect to this Supplemental Agreement, without prior written approval of the COUNTY.

16 33. INTERPRETATION AND GOVERNING LAW. This Supplemental Agreement
17 and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws
18 of the State of California. This Supplemental Agreement shall be construed as a whole according
19 to its fair language and common meaning to achieve the objectives and purposes of the parties
20 hereto, and the rule of construction to the effect that ambiguities are to be resolved against the
21 drafting party shall not be employed in interpreting this Supplemental Agreement, all parties
22 having been represented by counsel in the negotiation and preparation hereof.

23 34. WAIVER. Failure by a party to insist upon the strict performance of any of the
24 provisions of this Supplemental Agreement by the other party, or the failure by a party to exercise
25 its rights upon the default of the other party, shall not constitute a waiver of such party's rights to
26 insist and demand strict compliance by the other party with the terms of this Supplemental
27 Agreement thereafter.

1 35. JURISDICTION AND VENUE: Any action at law or in equity arising under this
2 Supplemental Agreement or brought by a party hereto for the purpose of enforcing, construing or
3 determining the validity of any provision of this Supplemental Agreement shall be filed only in
4 the Superior Court of the State of California, located in Riverside, California, and the parties hereto
5 waive all provisions of law providing for the filing, removal or change of venue to any other court
6 or jurisdiction

7 36. USE OF PROPERTY. Whenever federal CDBG funds or program income are used,
8 in whole or in part, for the purchase of equipment or personal property, the property shall not be
9 transferred from its originally funded use, by CITY or the CITY'S subcontractor implementing
10 the CDBG-funded activity, for a period of five (5) years from the close-out date of the grant from
11 which CDBG assistance was provided. The CITY shall maintain a current inventory for COUNTY
12 monitoring and review.

13 37. AUTHORITY TO EXECUTE. The persons executing this Supplemental
14 Agreement or exhibits attached hereto on behalf of the parties to this Supplemental Agreement
15 hereby warrant and represent that they have the authority to execute this Supplemental Agreement
16 and warrant and represent that they have the authority to bind the respective parties to this
17 Supplemental Agreement to the performance of its obligations hereunder.

18 38. EFFECTIVE DATE. The effective date of this Supplemental Agreement is the date
19 the parties sign the Supplemental Agreement. If the parties sign the Supplemental Agreement on
20 more than one date, then the last date the Supplemental Agreement is signed by a party shall be
21 the effective date.

22 39. COUNTERPARTS. This Supplemental Agreement may be signed by the
23 different parties hereto in counterparts, each of which shall be an original but all of which together
24 shall constitute one and the same agreement.

25 40. FORCE MAJEURE.

26 A. Performance by either party hereunder shall not be deemed to be in default
27 where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes,
28

1 fires, casualties, acts of God, acts of the public enemy, epidemics, pandemic, quarantine
2 restrictions, freight embargoes, lack of transportation, governmental restrictions or priority,
3 litigation, unusually severe weather, inability to secure necessary labor, material or tools, delays
4 of any contractor, sub-contractor or supplier, acts of the other party, acts or failure to act of a public
5 or governmental agency or entity, or any causes beyond the control or without the fault of the party
6 claiming an extension of time to perform.

7 B. An extension of time for any such cause (a "Force Majeure Delay") shall be
8 for the period of the enforced delay and shall commence to run from the time of the commencement
9 of the cause, if notice by the party claiming such extension is sent to the other party within thirty
10 (30) calendar days of knowledge of the commencement of the cause. Notwithstanding the
11 foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until
12 the party claiming such delay and interference delivers to the other party written notice describing
13 the event, its cause, when and how such party obtained knowledge, the date the event commenced,
14 and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall
15 deliver such written notice within thirty (30) calendar days after it obtains knowledge of the event.

16 41. MODIFICATION OF AGREEMENT. This Supplemental Agreement may be
17 modified or amended only by a writing signed by the duly authorized and empowered
18 representative of COUNTY and CITY respectively.

19 42. DIGITAL AND ELECTRONIC SIGNATURES. The parties agrees to the use of
20 electronic signatures, such as digital signatures that meet the requirements of the California
21 Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The
22 parties further agree that the electronic signatures of the parties included in this Agreement are
23 intended to authenticate this writing and to have the same force and effect as manual
24 signatures. Electronic signature means an electronic sound, symbol, or process attached to or
25 logically associated with an electronic record and executed or adopted by a person with the intent
26 to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature
27
28

1 means an electronic identifier, created by computer, intended by the party using it to have the same
2 force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties.
3 For purposes of this section, a digital signature is a type of "electronic signature" as defined in
4 subdivision (i) of Section 1633.2 of the Civil Code.

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6
7 [Remainder of Page Intentionally Blank]

8 [Signatures on Following Page]
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1
2
3 IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement as
4 of the dates set forth below.

5
6 COUNTY OF RIVERSIDE,
7 a political subdivision of the
8 State of California

CITY OF COACHELLA,
a general law city

9 BY: _____
10 Michael Walsh,
11 Deputy Director

BY: _____
Name:
Title:

12 Date: _____

Date: _____

13
14 APPROVED AS TO FORM:
15 Gregory P. Priamos, County Counsel

ATTEST:

16
17 By: _____
18 Amrit P. Dhillon,
Deputy County Counsel

BY: _____
City Clerk

19 APPROVED AS TO FORM:

20
21 BY: _____
22 City Attorney
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27
28

EXHIBIT "R"

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24 C.F.R. § 5.109

Equal participation of faith-based organizations in HUD programs and activities.

Effective: May 4, 2016

(a) Purpose.

Consistent with [Executive Order 13279](#) (issued on December 12, 2002, [67 FR 77141](#)), entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by [Executive Order 13559](#) (issued on November 17, 2010, [75 FR 71319](#)), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral

EXHIBIT "R"

(Page 2 of 6)

toward religion; the organization receives the assistance as a result of a decision of the beneficiary, not a decision of the Government; and the beneficiary has at least one adequate secular option for the use of the voucher, certificate, or other similar means of Government-funded payment.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities.

Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization.

(d) Separation of explicitly religious activities from direct Federal financial assistance.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Federal financial assistance that it receives (e.g., via contract, grant, sub-grant, sub-award or cooperative agreement) to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

EXHIBIT "R"

(Page 3 of 6)

(e) Explicitly religious activities.

If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.

If an intermediary-acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance-is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Beneficiary protections.

Faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided in this subsection. In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(1) Written notice. The written notice must state that:

(i) The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

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(iii) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(iv) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and

(v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.

(2) Timing of notice. The written notice must be given to prospective beneficiaries before they enroll in any HUD program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.

(3) Referral requirements.

(i) If a beneficiary or prospective beneficiary of a program or activity that receives direct Federal financial assistance from HUD objects to the religious character of an organization that carries out the program or activity, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(ii) A referral may be made to another faith-based organization, if the beneficiary or prospective beneficiary has no objection to that provider based on the provider's religious character. But if the beneficiary or prospective beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.

(iii) Except for activities carried out by telephone, Internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

(iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary or, if there is no intermediary, HUD. If HUD or an intermediary is notified that an organization is unable to identify an alternative provider, HUD or the intermediary, as appropriate, shall promptly determine

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whether there is any other suitable alternative provider to which the beneficiary or prospective beneficiary may be referred. An intermediary that receives a request for assistance in identifying an alternative provider may request assistance from HUD.

(4) Recordkeeping.

A faith-based organization providing a referral under paragraph (g)(3) of this section must document a beneficiary or prospective beneficiary's request for a referral, whether the beneficiary or prospective beneficiary was referred to another provider, to which provider the beneficiary or prospective beneficiary was referred, and if the beneficiary or prospective beneficiary contacted the alternative provider, unless the beneficiary or prospective beneficiary requests no follow up.

(h) Nondiscrimination requirements.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, this section does not require any organization that only receives indirect Federal financial assistance to modify its program or activities to accommodate a beneficiary that selects the organization to receive indirect aid.

(i) Exemption from Title VII employment discrimination requirements.

A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 ([42 U.S.C. 2000e-1](#)), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures.

Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to

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the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

k) Commingling of Federal and State, tribal, and local funds.

If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

Credits

[[69 FR 41717](#), July 9, 2004; [80 FR 75934](#), Dec. 7, 2015; [81 FR 19416](#), April 4, 2016]

SOURCE: [61 FR 5202](#), Feb. 9, 1996; [61 FR 9041](#), March 6, 1996; [61 FR 9537](#), March 8, 1996; [61 FR 11113](#), March 18, 1996; [61 FR 13616](#), March 27, 1996; [61 FR 54498](#), Oct. 18, 1996; [70 FR 77743](#), Dec. 30, 2005; [73 FR 72340](#), Nov. 28, 2008; [75 FR 66258](#), Oct. 27, 2010; [77 FR 5674](#), Feb. 3, 2012; [80 FR 42352](#), July 16, 2015; [81 FR 19416](#), April 4, 2016; [81 FR 80798](#), Nov. 16, 2016; [81 FR 90657](#), Dec. 14, 2016, unless otherwise noted.

AUTHORITY: [12 U.S.C. 1701x](#); [42 U.S.C. 1437a](#), [1437c](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#); Sec. 327, [Pub.L. 109-115](#), 119 Stat. 2936; Sec. 607, [Pub.L. 109-162](#), 119 Stat. 3051 ([42 U.S.C. 14043e et seq.](#)); [E.O. 13279](#), [67 FR 77141](#), 3 CFR, 2002 Comp., p. 258; and [E.O. 13559](#), [75 FR 71319](#), 3 CFR, 2010 Comp., p. 273.; [29 U.S.C. 794](#), [42 U.S.C. 1437a](#), [1437c](#), [1437c-1\(d\)](#), [1437d](#), [1437f](#), [1437n](#), [3535\(d\)](#), and Sec. 327, [Pub.L. 109-115](#), 119 Stat. 2936; [42 U.S.C. 3600-3620](#); [42 U.S.C. 5304\(b\)](#); [42 U.S.C. 12101 et seq.](#); [42 U.S.C. 12704-12708](#); [E.O. 11063](#), [27 FR 11527](#), 3 CFR, 1958-1963 Comp., p. 652; [E.O. 12892](#), [59 FR 2939](#), 3 CFR, 1994 Comp., p. 849.

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Page 1 of 2

**Economic Opportunities for Section 3 Residents
and Section 3 Business Concerns**

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

EXHIBIT "S"

Page 2 of 2

A. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

B. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

C. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

D. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT "AFR"**Additional Federal Requirements**

Whereas, the work under this Agreement is subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200). All contractors, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, the following Federal requirements (if applicable):

1. **Equal Employment Opportunity:** Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60). The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. SUBRECIPIENT will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause;
2. **Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C.A. Section 3145):** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") ("ACT"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
3. **Davis-Bacon Act, as amended (40 U.S.C.A. Section 3141-3148):** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C.A. Section 3148) and as

EXHIBIT "AFR"

supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under the Davis Bacon Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

1. **Contract Work Hours and Safety Standards Act (40 U.S.C.A. 3701-3708):** Where applicable, all contracts awarded by SUBRECIPIENT in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards (40 U.S.C.A. 3701-3708), as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C.A. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. 40 U.S.C.A. 3704 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
2. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
3. **Rights to Data and Copyrights:** Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
4. **Air Pollution and Control (formally known as the Clean Air Act) (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.A. Section 1251 et seq.), as amended:** Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.A. 7401 et seq.) and the Federal Water Pollution

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Control Act as amended (33 U.S.C.A. Section 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

5. **Anti-Lobbying Certification (31 U.S.C.A. 1352):** The language of the certification set forth in this paragraph below shall be included in all contracts or subcontracts entered into in connection with this grant activity and all SUBRECIPIENTS shall certify and disclose accordingly. 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 31 U.S.C.A. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

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;

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, he/she will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

9. **Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
10. **Drug-Free Workplace Requirements:** The Anti-Drug Abuse Act of 1988 (41 U.S.C.A. Section 8101-8103) requires grantees (including individuals) of federal

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agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 2 CFR Part 2424.

11. **Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.
10. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.
11. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et seq., 89 Stat. 871).
12. **Procurement of Recovered Materials (2 CFR 200.322.):** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**SUPPLEMENTAL AGREEMENT
SCOPE OF WORK
(NON-PUBLIC SERVICE)**

I. GENERAL INFORMATION

CITY NAME: City of Coachella DUNS #: 67655225

ADDRESS: 53990 Enterprise Way
Coachella, CA 92236

PROGRAM CONTACTS: William Pattison, Jr., City Manager

PHONE: (760) 398-3502 FAX: (760) 398-8117

E-MAIL: bpattison@coachella.org

PROJECT NAME: Bagdouma Park Basketball Courts Rehabilitation Project

PROJECT LOCATION: 51-251 Douma Street, Coachella, CA 92236

LEVEL OF ENVIRONMENTAL CLEARANCE: _____

CDBG ELIGIBILITY CODE: 570.201 (c)

PROJECT FUNDING SUMMARY: \$363,223

Project to be administered by County (HHPWS) on behalf of City: YES ☐ NO ☒

II. SCOPE OF SERVICE

A. Activities

City will be responsible for administering a **2020-2021** Community Development Block Grant for the **Bagdouma Park Basketball Courts Rehabilitation Project** in a manner satisfactory to the County of Riverside and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Activity #1 *The City of Coachella will use CDBG funds for the demolition of the existing asphalt basketball courts and replacing them with a concrete basketball court with new lighting at Bagdouma Park. The work includes design, demolition and removal/disposal of existing court, re-grading of the site, and construction of the concrete court and lights. Eligible costs include design, demolition, construction, project management, and related costs.*

B. National Objective

All activities funded with CDBG funds must comply with one of more of the CDBG program's National Objective Criteria as required under 24 CFR 570.200(a)(2). City certifies that the activity(ies) carried out under this Agreement will meet the following National Objective:

National Objective Criteria: 570.208 (a)(1)(i)

CFR Reference: Low Mod Area

C. Levels of Accomplishment – Goals and Performance Measures

The City agrees to implement and complete the following activity(ies):

Implement and complete project design, demolition, and construction activities.

CPD OUTCOME PERFORMANCE MEASUREMENT

Objectives (select one): ☒ Creating Suitable Living Environments
☐ Providing Decent Affordable Housing
☐ Creating Economic Opportunities

Outcome (select one): ☒ Availability/Accessibility
☐ Affordability
☐ Sustainability (promoting livable or viable communities)

D. City Capacity

By executing this Supplemental Agreement, the City certifies that it has the appropriate number of trained and knowledgeable staff, adequate facilities, proper equipment, required licensing and permitting, and sufficient amount of financial resources necessary to implement and carry out the activities funded with CDBG funds.

City will immediately notify County of any significant changes in organizational management, assigned staff, change in facilities, loss or change in matching funds, or any other event that could potentially impact the City or subrecipient's performance under this Agreement.

Any changes in the above items are subject to the prior approval of the County.

E. Performance Monitoring

The County of Riverside will monitor the performance of the City and its subrecipients against goals and performance standards as stated above. Substandard performance as determined by the

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

F. Program Budget

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$363,223**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Section and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

The County may require a more detailed budget breakdown than the one contained herein, and the City shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget must be approved in writing by both the County and City.

Line Item	CDBG Granted Funds	Total of Non-CDBG Funds	Total Activity/Project Budget	Notes
Design/Engineering Costs	x	X		
	x	X		
Project Administration Costs				
	X	X		
Construction Costs				
Acquisition Costs				
Relocations Costs				
Capital Equipment Costs				
Code Enforcement				
Clearance				
Interim Assistance				
Indirect Costs:				
TOTAL CDBG BUDGET	\$363,223	\$529,405	\$829,628	

G. Total Amount of Non- CDBG Leveraging

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL	City of Coachella	\$529,405					\$529,405
PRIVATE							
OTHER							

TOTAL: \$529,405

III. ADMINISTRATIVE REQUIREMENTS

A. Accounting Standards

The City agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

The City shall administer its program in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 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:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Records Retention

The City shall retain all CDBG-related financial records, supporting documents, contracts, and agreements for a period of four (4) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported for the final time. The City will retain all National Objective documentation, including low-moderate income certification, ethnicity, and other pertinent data for a period of four (4) years after submission of the County's annual performance and evaluation report to HUD. 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.

3. Client Data

The City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4. Disclosure

The City understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or City's responsibilities with respect to services provided under this contract, is prohibited by applicable federal and State law 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

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

6. Audits & Inspections

All City records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Controller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within 30 days after receipt by the City. Failure of the City to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The City hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits the Single Audit Act, and the Office of Management and Budget (OMB) Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

IV. PROJECT IMPLEMENTATION AND SCHEDULE

Unless pre-approved by County, City will perform and complete the activities described in Section II in conformance with the schedule of tasks and milestones listed below:

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Complete CDBG Training	July 2020	July 2020
Implement Project Activities	Upon Notification from HHPWS	
Execute Supplemental Agreement & Notice to Incur Cost	September 2020	October 2020

<u>Tasks / Milestone</u>	<u>Start Date</u>	<u>Completion Date</u>
Submit Quarterly Performance Reports to County		Start October 2020 Through June 2022
County Monitoring of City Program/Performance	To be determined by Program Manager	

Specific Project Activities

1. City executes Supplemental Agreement; receives Authorization to Incur Cost letter
2. City prepares final construction documents (incorporating Special Federal Provisions) for HHPWS review and approval
3. HHPWS authorizes City to advertise for bids
4. HHPWS reviews and approves bidding process
5. City awards construction contract
6. City and HHPWS conduct "pre-construction meeting"
7. HHPWS authorizes City to issue "Notice to Proceed"

City Submits Reimbursement Requests

Monthly Submittal ☐

Other Schedule ☒

CDBG-funded Project Complete

June 15, 2022

V. SPECIAL CONDITIONS /PERFORMANCE REQUIREMENTS

City must follow procurement and construction policies and procedures of the City and CDBG regulations. No construction will shall commence using CDBG funding without prior Notice to Proceed.