



NOTICE OF REQUEST FOR PROPOSALS

Date

Re: **Notice of Request for Proposals ("RFP") No. 23-26 – Community Development Block Grant Allocation for External Subrecipients Fiscal Year 2024-25**

Notice is hereby given that the City of Escondido, a California municipal corporation ("City"), is soliciting proposals from qualified vendors to provide public services and capital improvement projects that meet the Community Development Block Grant ("CDBG") Program's National Objectives and supports the City's local priorities ("Project"). The contracts resulting from this RFP shall be funded with CDBG funds.

Prospective Subrecipients must submit applicable proposal(s) to Dulce Salazar, Management Analyst, at Dulce.Salazar@escondido.gov and Danielle Lopez, Housing and Neighborhood Services Manager at Danielle.Lopez@escondido.gov **no later than TBD** ("Submission Deadline"). Any proposals received after the Submission Deadline will not be accepted.

Questions or comments concerning this RFP may be submitted via e-mail to Dulce Salazar, Management Analyst, at Dulce.Salazar@escondido.gov and Danielle Lopez, Housing & Neighborhood Services Manager at Danielle.Lopez@escondido.gov **no later than TBD** ("Questions Deadline"). Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded. E-mails concerning this RFP should state the following in the subject line: "RFP No. 23-26 - CDBG." Any communication regarding or relating to this RFP with any City employee or official outside of Housing & Neighborhood Division Staff is strictly prohibited. A summary of questions from prospective Subrecipients and City responses will be posted on the City's website at www.escondido.gov/purchasing on **TBD**.

Each proposal shall be in accordance with specifications, instructions, and information contained in this RFP. The City reserves the right to reject any or all proposals for any reason it deems necessary, to waive defects or irregularities in any proposal, and to accept the proposal deemed the most advantageous to the City. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

Dulce Salazar
Management Analyst – CDBG
City of Escondido

A. Background

Funding for the federal CDBG Program is authorized under Title I of the Housing and Community Development Act. The United States Department of Housing and Urban Development (“HUD”) provides grants on a formula basis to entitled cities and counties, including the City of Escondido, to develop viable urban communities through the provision of decent housing, a suitable living environment, and by expanding economic opportunities for lower income persons.

The primary purpose of the CDBG program is to support activities that enhance the overall quality of life in entitlement cities by focusing on three core objectives: community development, affordable housing, and economic opportunities that benefit low- and moderate-income individuals and neighborhoods.

All proposed CDBG-funded activities must both a National Objective AND at least one Local Priority:

National Objectives

- 1) Benefit a majority of low and moderate-income (“LMI”) households or area. The LMI national objective is often referred to as the “primary” national objective because the statute requires that recipients expend 70-percent of their CDBG funds to meet the LMI national objective.

LMI is defined as those persons and households who earn at or below 80-percent of the Area Median Income (“AMI”) adjusted for family size for the San Diego Metropolitan Service Area (“MSA”) as defined in Section 102 of the Housing and Community Development Act of 1974. A table with the HUD income limits is included as Exhibit 2. The Income limits are adjusted annually by HUD. Documentation of benefit to LMI persons is required for all CDBG-funded projects; or

- 2) Meet a community need having a particular urgency because existing conditions pose a serious and immediate threat to the health and/or welfare of the community and no other financial resources are available to meet the need; or
- 3) Aid in the prevention or elimination of conditions of slum and blight.

AND

Local Priorities

- 1) Homeless Services – Provide homelessness prevention, diversion, emergency shelter, and mental and behavioral health services for unhoused people in Escondido
- 2) Basic Needs - Provide access to food, water, shelter, and sanitation

- 3) Health and Human Development - Provide access to recreation, education, and physical and mental health
- 4) Neighborhood Revitalization - Improve livability of neighborhoods including traffic calming, widening sidewalks, and pedestrian-scaled lighting in low-mod income areas
- 5) Economic Development - Provide economic development opportunities to low-mod income residents and businesses
- 6) Public Safety - Provide services to enhance the safety for residents in low-mod income areas

C. Funding Source

We expect our FY 2024-25 allocation to be announced in late May early June. The funding is determined by a formula calculated by HUD based on population, people in poverty, overcrowded units, population growth lag since 1960, and pre-1940 housing units from the American Community Survey (“ACS”). The City’s allocation can fluctuate year-to-year causing funding to increase or decrease in various programs.

The CDBG grant program has strict guidelines on expenditures for public services, administration and capital improvements. The maximum allocation for public services dollars is 15% of the total allocation, 20% of the CDBG budget is reserved for administration and mandatory fair housing requirements; and the remainder will be available for public facilities and infrastructure projects.

It is important to note that CDBG funds received by the Subrecipient for public services must be expended no later than **June 30, 2025**. Capital projects awarded by the City to Subrecipients are not subject to a cap and are not limited to the program year grant cycle. The duration of capital improvement projects can extend beyond the CDBG program grant year to have a multi-year span. Subrecipients who receive funds for capital projects must demonstrate project readiness, have site control, a well-developed plan, and be committed to quickly and responsibly execute their projects.

D. Program Description

The CDBG Program is guided by a 5-Year Consolidated Plan. This Plan was approved by City Council on May 20, 2020, and outlines the City’s goals and funding priorities for CDBG, HOME, and ESG through June 30, 2025. The City anticipates receiving close to \$13,000,000 from its annual allocation, program income and unused funding. Extensive public outreach and consultation, needs assessments, and market analyses on local data were conducted to determine the most critical community needs and strategic goals within the City of Escondido.

E. Eligibility

- 1) **APPLICANT ELIGIBILITY** – Prospective applicants must meet the following definition of subrecipient:

A “subrecipient” may be a public agency, a public or private nonprofit organization, a Community-Based Development Organization (“CBDO”) if designated as a subrecipient, or a for-profit entity authorized under 24 CFR 570.201(o) that the grantee awards CDBG funds to carry out agreed-

upon activities on its behalf (see 24 CFR 570.500(c)). Non-profit organizations must be granted non-profit status under the internal Revenue Code (Section 501(c)(3), (c)(4) or (c)(5)), and must be incorporated for at least one year by the application submittal date.

Faith-based organizations cannot use CDBG funds to support worship, religious instruction or proselytization. Religious activities must be offered separately from the CDBG supported activity. Faith-based organizations that participate in the CDBG program will retain independence from federal, state, and local governments and may carry out its mission provided CDBG funds are not used to support religious activities. Faith-based organizations that participate in the CDBG program shall not discriminate against a program beneficiary on the basis of religion or religious belief.

NOTE: The City of Escondido does not directly fund individuals through this program.

2) PROJECT ELIGIBILITY

In order to qualify for CDBG funding, federal regulations require that all programs and projects must:

- a. Meet at least one of the three National Objectives described in Section B, above;
- b. Address one or more of the local Consolidated Plan Goals and Priorities described in Section B, above;
- c. Be an eligible activity as set forth in 24 CFR §570.201; and
- d. Not be ineligible as set forth in 24 CFR §570.207, among other requirements.

Projects that fail to meet these applicable tests will NOT BE considered for CDBG funding.

Examples of activities that will render a project ineligible include:

- Programs or services that primarily serve non-Escondido residents
- Projects or programs that do not serve primarily LMI persons
- New housing construction
- Political activities
- Income payments, stipends, marketing and fundraising
- Purchase of equipment, furnishings or personal property
- Services that promote religious activities
- Payment of debt or pre-award expenses
- Entertainment, furnishings and personal property

For complete list of eligible and ineligible activities please review 24 CFR §570.201 and 24 CFR §570.207.

F. Scope of Services and Deliverables

Each Subrecipient will be expected to meet measurable outcomes established within the Scope of Services ("SOS"). Subrecipients will be expected to submit quarterly reports, invoices, and narratives highlighting their accomplishments, successes, and challenges within the CDBG program. Each of these outcomes will be individually tailored and co-created with the Subrecipient based on their project design. It is important to note that all funding reimbursements for the CDBG will be tied to outcome achievements.

G. Right to Submitted Material

This RFP does not commit the City of Escondido to award a contract, to pay any costs incurred in the preparation of a proposal or contract, or to procure or contract for, any services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, or to amend, cancel (in part or in whole) this RFP if it is in the City's best interest to do so. All proposals, reports and data submitted to the City shall become the property of the City of Escondido and may not be returned.

H. Proposal Deadlines and Schedule

The following is an estimated schedule relating to this RFP:

Activity	Date
CDBG Application Released	Mid May 2024
Questions Deadline	TDB
Response to Questions Released	TBD
RFP Closes	Early June 2024
Return to City Council to Approve Award	July/August 2024
Notice of Contract Award	TDB
Subrecipient must expend 100% of public service contract funds	June 30, 2025

I. Proposal Content

Prospective Subrecipients must submit a proposal using the format attached to this RFP in **Exhibit 3**, which is attached hereto and incorporated by this reference. Subrecipients must include answer all of the questions or indicate not applicable. Any proposals that do not have a response to each inquiry in Exhibit 3 may be considered incomplete and non-responsive.

Prospective Subrecipients are responsible for preparing and timely submitting an effective, clear, and concise proposal. **Proposals must be limited to 25 pages (excluding attachments)**. Each proposal shall demonstrate the qualifications, competence, and capacity of the prospective Subrecipients to perform the services described within the timeframe in the table above, and in conformity with the requirements of this RFP.

By submitting a proposal in response to this RFP, prospective Subrecipients certify that they take no exceptions to the terms and requirements of this RFP, including the terms of the City's form Subrecipient Agreement (Exhibit 1).

The selected Subrecipient's proposal submitted in response to this RFP may become part of the resulting Subrecipient Agreement (Exhibit 1). **Any proposed waiver, or change to the resulting Subrecipient Agreement (Exhibit 1) must be clearly identified in Prospective Subrecipient's proposal.** All contracts, and any addenda thereto, shall be subject to the City's sole discretion and approval. The requirements and service standards of this RFP and the responses of the successful Subrecipients will be incorporated by reference into the resulting agreement regarding the Project. The successful Subrecipient shall enter into a contract within 30 calendar days of the City's Notice of Award in substantially the same form as Exhibit 1.

J. Selection Process

Proposals will be analyzed and the award made to the most responsive and responsible bidder whose proposal conforms to the solicitation and whose proposal is considered to be most advantageous to the City.

Criteria	Percentages
Agency Information, Capacity and Experience	25%
Project Description	45%
Financial Information	20%
City's Priority Needs	10%
TOTAL	100%

The City will act as the sole judge of the merit and qualifications of the materials and services offered and accept whatever proposal is deemed to be in the best interest of the City. The award of the contract will be all or nothing to one bidder. The City reserves the right to:

1. Reject any or all proposals;
2. Request clarification of any submitted information;
3. Waive any informalities or irregularities in any proposal;
4. Not enter into any contract;
5. Cancel this process at any time;
6. Amend this process at any time;
7. Enter into negotiations with one or more Subrecipients; and/or
8. Issue similar solicitations in the future; or request additional information from prospective Subrecipients.

K. General Conditions

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL TERMS AND CONDITIONS ARE A PART OF ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT.

This RFP as advertised, the specification requirements detailed in this RFP (including the following General Provisions) are subject to all provisions of the Ordinances of the City of Escondido. Each prospective Subrecipient submitting a response to this RFP warrants that the submitted proposal is genuine and non-collusive, or made in the interest of any person, firm, company, or corporation. The Subrecipient must submit all of the documents listed in Exhibit 3, including the Environmental Review Section (attached to this RFP as Exhibit 4). A non-collusion declaration shall be properly completed and returned with the proposal documents. The non-collusion declaration form is attached to this RFP as Exhibit 5 and incorporated herein by this reference.

In submitting a proposal in response to this RFP, each prospective Subrecipient agrees to the following general terms and conditions:

1. **Public Information:** The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective subrecipient's acceptance of all terms and conditions contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically stated otherwise.

2. Confidential Information: Any information deemed confidential or proprietary should be clearly identified by the prospective Subrecipient as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.
3. Addendums: The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.
4. Proposal Preparation Cost: The City is not obligated to reimburse any prospective Subrecipient for expenses incurred in preparing proposals in response to this RFP. All Prospective Subrecipients shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.
5. Withdrawal of Proposal: A prospective Subrecipient may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the City's Project Manager.
6. Inaccuracies or Misinterpretations: Subject to the City's sole discretion, the City may terminate a prospective Subrecipient from the RFP process or terminate any agreement with the Prospective Subrecipient if the City determines that said Prospective Subrecipient has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.
7. Optional Items: Prospective Subrecipients may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements pricing.
8. Business License: The successful Subrecipient shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit 1.
9. Signature: All proposals shall be signed in the name of the prospective Subrecipient and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.
10. Right to Reject Proposal: The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain or justify its selection or rejection of any Prospective Subrecipient. All proposals submitted in response to this RFP shall immediately become property of the City.
11. Right to Conduct Personal Interviews: The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective Subrecipients prior to selection.
12. Right to Request Additional Information: Prospective Subrecipients shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective Subrecipients as it deems appropriate.
13. Right to Determine Financial Responsibility and Viability: The City reserves the right to request

information pertaining to the financial stability of a prospective Subrecipient to allow an appraisal of a prospective Subrecipient's current financial condition.

14. Understanding the Services to be Performed: By submitting a proposal in response to this RFP, each prospective Subrecipient certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective Subrecipient understands that, if successful, they will be required to enter into a written contract in substantially the same form as Exhibit 1.
15. Award of Contract: Proposals submitted in response to this RFP will be analyzed and the contract awarded to the responsible prospective Subrecipient whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. If the prospective Subrecipient does not execute a contract in substantially the same form as Exhibit 1 within 30 days after notification of award, the City may, subject to its sole discretion, (i) give notice to the Prospective Subrecipient of the City's intent to select from the remaining Prospective Subrecipients or (ii) issue a new RFP for the services.
16. Contract Funding: The City's funding of any agreement resulting from this RFP shall be subject to applicable appropriations. Prospective Subrecipient acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, prospective Subrecipients acknowledge and agree that the funding for any agreement resulting from this RFP shall be contingent upon appropriation of funds.
17. City Provisions to Prevail: The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful Subrecipient shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.
18. Equal Employment Opportunity: The Subrecipient awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the Subrecipient and be in effect during the performance of any agreement resulting from this RFP.
19. Subrecipient Agreement: Subrecipients submitting a proposal in response to this RFP shall be prepared to use the City's standard contract form (Exhibit 1) rather than its own contract form. Services may not commence until Agreement for services is executed.
20. Prospective Subrecipient's Invoices: Invoices shall be prepared and submitted to the Housing & Neighborhood Services, ATTN: Dulce Salazar, 201 N. Broadway, Escondido, CA 92025 or via email to Dulce.Salazar@escondido.gov. Invoices shall be submitted on a monthly basis and contain the following information: Purchase Order number, description of services rendered, rates, quantities, extended totals, and remaining balances. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

21. Payment Terms: The City's payment terms are within 30 days from date of received invoice. Additional time may be allotted for payment if the invoice the City deems the incomplete or has outstanding questions regarding pending charges. No pre-payment or partial up front down payment will be made for any services or equipment. The time period allowed for payment, as indicated on the face hereof or offered by quote, bid, or proposal shall commence upon receipt of Prospective Subrecipient's invoice or upon receipt of the goods or services, whichever is later.
22. Insurance Requirements: The successful Subrecipient must have insurance in accordance with the requirements listed in Exhibit 1.

(CONTINUED ON FOLLOWING PAGE)

23. Public Agency Clause: It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility for their order placement and payments to the successful Subrecipient. This option shall not be considered in proposal evaluation. State whether said option is granted:

YES

NO

EXHIBIT 1

SUBRECIPIENT AGREEMENT

between
CITY OF ESCONDIDO
and
[NON-PROFIT or FOR-PROFIT ORGANIZATION NAME]
for
[PROJECT TITLE]

This SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into as of the last signature date set forth below (“Effective Date”) by and between the City of Escondido, a California municipal Corporation (“Grantee”) and [NONPROFIT/FOR-PROFIT NAME/DESIGNATION] (“Subrecipient”). (The City and Subrecipient may each individually be referred to herein as a “Party” and collectively as the “Parties.”)

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, the Parties mutually agree as follows:

I. SCOPE OF SERVICE

- A. Activities. The Subrecipient shall be responsible for administering a Community Development Block Grant (“CDBG”) Year 50 program titled, [Project Title] in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program shall include the activities eligible under the CDBG program that are specified in Exhibit A of this Agreement, which is attached hereto and incorporated herein by this reference (“Activities”).
- B. National Objectives.
1. All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as further described in 24 C.F.R. § 570.208.
 2. The Subrecipient certifies that the Activities carried out under this Agreement will meet the National Objective of [_____].
- C. Levels of Accomplishment – Goals and Performance Measures. The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served, and should include periods for performance. The Subrecipient agrees to provide certain levels of program services, as set forth in Exhibit A of this Agreement.

- D. Staffing. Subrecipient shall be responsible for staff and time to be allocated to each of the Activities, as set forth in Exhibit A of this agreement.
- E. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against the goals and performance standards stated within this Agreement. Substandard performance as determined by the Grantee shall constitute noncompliance with this Agreement. If the Subrecipient does not take action to correct such substandard performance within 30 days after being notified by the Grantee, Grantee may suspend or terminate this Agreement pursuant to the procedures described herein.

II. TIME OF PERFORMANCE

- A. The Subrecipient's performance of the Activities shall commence on [_____]
and end on [_____].
- B. The term of this Agreement shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including any program income as defined by 24 C.F.R. § 570.500 ("Program Income").

III. BUDGET

- A. Subrecipient shall adhere to the budget specified in Exhibit B, which is attached hereto and incorporated herein by this reference ("Budget").
- B. Any indirect costs charged must be consistent with the conditions of Paragraph IX(C)(2) of this Agreement.
- C. The Grantee may require a more detailed Budget breakdown than what is contained in Exhibit B, and the Subrecipient shall provide such supplementary Budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to the Budget may only be made by written amendment signed by both the Grantee and the Subrecipient

IV. PAYMENT

- A. The total amount to be paid by the Grantee under this Agreement shall not exceed [_____].
- B. Drawdowns for the payment of eligible expenses shall be made against line items specified in the Budget and in accordance with Subrecipient's performance of the Activities. Expenses for general administration shall also be paid against line items specified in the Budget and in accordance with Subrecipient's performance of the Activities.
- C. Payments to the Subrecipient are contingent upon the U.S. Department of Housing and Urban Development's ("HUD") delivery of payment to the Grantee.

- D. Payments to the Subrecipient may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. § 200.302.

V. NOTICES

- A. All notices required by this Agreement shall be in writing and delivered to the appropriate Party via mail (postage prepaid), commercial courier, or personal delivery, or sent by e-mail.
- B. All communications and details concerning this Agreement shall be directed to the following representatives:

If to the Grantee

City of Escondido
 201 N. Broadway
 Escondido, CA 92025
 Attn: Dulce Salazar
Dulce.Salazar@escondido.gov
 760-839-4057

If to the Subrecipient

[_____

 _____]

VI. GENERAL CONDITIONS

A. General Compliance.

1. The Subrecipient shall comply with the requirements of 24 C.F.R. Part 570 (HUD regulations concerning CDBG), including Subpart K of such regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 C.F.R. § 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.
2. The Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.
3. The Subrecipient shall utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

- B. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement. The performance of the Activities is an integral part of the regular business operations of the Subrecipient. The Subrecipient shall have exclusive control over all work performed by its employees and the manner in which it is performed and shall determine the method, details, and means of performing the Activities. In addition to any other indemnification required by the Subrecipient under this Agreement, the Subrecipient indemnifies Grantee for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by the Grantee arising out of the Subrecipient's breach of this section.
- C. Grantee Recognition. The Subrecipient shall insure recognition of the role of the Grantee in the Subrecipient's performance of the Activities through this Agreement. Any activity, facility, or item utilized pursuant to this Agreement shall be prominently labeled as to its funding source. In addition, the Subrecipient shall include a reference to the support provided in this Agreement in all publications made possible with funds made available under this Agreement.
- D. Amendment.
1. The Grantee or the Subrecipient may amend this Agreement at any time provided that such amendment makes specific reference to this Agreement; is executed in writing and signed by a duly authorized representative of each Party; and is approved by the Grantee's governing body.
 2. The Grantee may, in its discretion, amend this Agreement to comply with federal, state, or local laws, regulations, guidelines, or policies, except that if any such amendment results in a change in the funding or the Activities under this Agreement, such amendment may be made only by written amendment signed by both the Grantee and the Subrecipient as otherwise required by this Agreement.

VII. INDEMNIFICATION, BONDING, INSURANCE

- A. Indemnification, Duty to Defend, and Hold Harmless. The Subrecipient (including the Subrecipient's agents, employees, and subcontractors, if any) shall hold harmless, defend, and indemnify the Grantee, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with the Subrecipient's (including the Subrecipient's agents, employees, and subcontractors, if any) performance of the Activities or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence,

sole negligence, or willful misconduct of the Grantee. This provision shall survive the termination of this Agreement.

B. Bonding. The Subrecipient shall comply with the bonding requirements of 2 C.F.R. § 200.325. The Subrecipient as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

C. Insurance.

1. The Subrecipient shall comply with the insurance requirements of 2 C.F.R. §§ 200.310 and 200.447.
2. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and undue physical damage.
3. The Subrecipient shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Activities, and the results of such work, by the Subrecipient, its agents, representatives, employees, or subcontracts. Insurance coverage shall be at least as broad as the following:
 - a. *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence, \$4,000,000 general aggregate.
 - b. *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if the Subrecipient has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the Grantee and approved in writing by the Grantee's Risk and Safety Division.
 - c. *Workers' Compensation*. Workers' Compensation as required by the state of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - d. *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to the Subrecipient's professions, with limits no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - e. If the Subrecipient maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the Grantee requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Subrecipient.

4. Each insurance policy required by this Agreement must be acceptable to the Grantee's City Attorney and shall meet the following requirements:
 - a. *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A:VII, or as approved by the Grantee.
 - b. *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the Grantee (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - c. *Primary Coverage.* The Subrecipient's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Grantee, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Grantee, its officials, officers, agents, employees, or volunteers shall be in excess of the Subrecipient's insurance and shall not contribute with it.
 - d. *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the Grantee.
 - e. *Subcontractors.* If applicable, the Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and the Subrecipient shall ensure that the Grantee (including its officials, officers, agents, employees, and volunteers) is an additional insured of any insurance required from a subcontractor.
 - f. *Waiver of Subrogation.* The Subrecipient hereby grants to the Grantee a waiver of any right to subrogation that any insurer of the Subrecipient may acquire against the Grantee by virtue of the payment of any loss under such insurance. The Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but his subsection shall apply regardless of whether or not the Grantee has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the Grantee for all work performed by the Subrecipient, its agents, representatives, employees, and subcontractors.

- A. Suspension or Termination. The Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which may include (but is not limited to) the following:
1. Failure to comply with any of the federal, state, or local laws, regulations, executive orders, HUD guidelines, policies, or directives referred to herein, or any federal, state, or local laws, regulations, executive orders, HUD guidelines, policies, or directives that may become applicable to this Agreement at any time;
 2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement, as determined by Grantee in its sole discretion;
 3. Ineffective or improper use of funds provided under this Agreement; or
 4. Submission by the Subrecipient to the Grantee a report that is incorrect or incomplete in any material respect.
- B. The Grantee shall have the right to terminate this Agreement immediately or withhold payment of invoice for failure of the Subrecipient to comply with the terms and conditions of this Agreement. If the Grantee decides to terminate this Agreement, after a full evaluation of all circumstances has been completed, the Subrecipient shall, upon written request, have the right to an appeal process. The Grantee shall attach a copy of the appeal process to any termination notice.
- C. If the Grantee finds that the Subrecipient has violated any term or condition of this Agreement, the Subrecipient shall be required to:
1. Repay all monies received from the Grantee under this Agreement; and
 2. Transfer possession of all materials and equipment purchased with grant money to the Grantee.
- D. In the case of early termination, the Grantee may make a final payment to the Subrecipient upon receipt of a Final Report and invoices covering eligible costs incurred prior to such termination. The total of all payments, including the final payment, shall not exceed the amount specified in this Agreement.
- E. Termination for Convenience. This Agreement may be terminated for convenience by either Party, in whole or in part, by setting forth the reasons for such termination, the effective date of such termination, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the Agreement in its entirety. Grantee and Subrecipient agree to provide written notice to the other party within 30 days prior to the effective date of any termination for convenience. In the event that HUD withdraws any portion of the City's CDBG funds, the City shall not be obligated to reimburse the Subrecipient for any activity expense incurred and may recover reimbursed amounts already paid. The Grantee shall notify the Subrecipient if such event by HUD occurs.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management.

1. Accounting Standards. The Subrecipient shall comply with 2 C.F.R. Part 200 and shall adhere to the accounting principles and procedures required therein, including following Generally Accepted Accounting Principles (GAAP) as defined in 2 C.F.R. § 200.49. The Subrecipient shall utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
2. Single Audit. The Subrecipient shall comply with 2 C.F.R. Part 200.501. Any Subrecipient who expends \$750,000 or more in Federal funds during a fiscal year must complete a single audit. This requirement does not apply for for-profit Subrecipients as the pass-through agency is responsible for the responsibility requirements, as necessary, to ensure compliance by any for-profit Subrecipients.
3. Cost Principles. The Subrecipient shall administer its program in conformance with 2 C.F.R. Part 200, Subpart E. These principles shall be applied for all costs incurred, whether charged on a direct or indirect basis.

B. Documentation and Record Keeping.

1. Records to Be Maintained. The Subrecipient shall maintain all records required by the regulations specified in 24 C.F.R. § 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but shall not be limited to:
 - a. records providing a full description of each activity undertaken;
 - b. records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. records required to determine the eligibility of activities;
 - d. records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
 - e. records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. financial records as required by 24 C.F.R. § 570.502; and
 - g. other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.
2. Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted

- under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
3. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but shall not be limited to, client name, address, income level, or any other basis for determining eligibility, and description of service provided. Such information shall be made available to the Grantee monitors or their designees for review upon request.
 4. Disclosure. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities under this Agreement, may be prohibited by state and federal 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 Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Close-out requirements 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 Grantee); and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
 6. Audits & Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the audit requirements within this Agreement shall constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 C.F.R. Part 200, Subpart F.
 7. Additional Documentation. The Subrecipient shall provide further documentation as the Grantee may request in relation to the requirements of this Agreement.

C. Reporting and Payment Procedures.

1. Program Income. The Subrecipient shall report quarterly all Program Income. The Subrecipient may use such Program Income during the term of the Agreement for the Activities and shall reduce requests for additional funds by the amount of any such Program Income balance on hand. All unexpended Program Income shall be returned to the Grantee at the end of the term of the Agreement, or as otherwise provided herein if the Agreement is terminated early. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program Income and shall be remitted promptly to the Grantee. The use of Program Income by the Subrecipient shall comply with the requirements set forth in 24 C.F.R. § 570.504.
2. Indirect Costs. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the Subrecipient's appropriate share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.
4. Payment Procedures. The Grantee shall pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the approved Budget and Grantee policy concerning payments. With the exception of certain advances, payments shall only be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments shall be adjusted by the Grantee in accordance with advance fund and Program Income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.
4. Progress Reports. The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency required by the Grantee.

D. Procurement.

1. Compliance. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment, including but not limited to any such policies articulated in Chapter 10 of the Escondido Municipal Code, and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided under this Agreement. All program assets (e.g., unexpended Program Income, property, equipment) shall revert to the Grantee upon termination of this Agreement.
2. Standards. Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 C.F.R. §§ 200.318-326.
3. Travel. The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets.

1. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 C.F.R. §§ 570.502-504, as applicable.
2. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
3. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives until five (5) years after expiration of this Agreement, or such longer period of time as the Grantee approves in writing. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer period of time as the Grantee approves in writing.
4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee, an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

- A. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and its implementing regulations at 49 C.F.R. Part 24 and 24 C.F.R. § 570.606(b); (b) the requirements of 24 C.F.R. § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 C.F.R. § 570.606(d) governing optional relocation policies.
- B. The Subrecipient shall provide relocation assistance to displaced persons, as defined in 24 C.F.R. § 570.606(b)(2), whom are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with any applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

XI. PERSONNEL & PARTICIPANT CONDITIONS

- A. Civil Rights.

1. Compliance. The Subrecipient agrees to comply with local and state civil rights laws and regulations, including but not limited to the Unruh Civil Rights Act, California Civil Code § 51, and the Fair Employment and Housing Act, California Government Code section 12900 et seq. The Subrecipient also agrees to comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (“HCDA”); Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063, as amended; Executive Order 11246, as amended, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
2. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 C.F.R. §§ 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted within the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. Section 504. The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
5. Executive Order 11246 (Nondiscrimination Provisions). During the performance of this Agreement, the Subrecipient agrees as follows:
 - a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, or an individual's status in any group or class protected by applicable federal, state, or local laws. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, or an individual's status in any group or class protected by

applicable federal, state, or local laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Subrecipient will, in all solicitations or advancements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, or an individual's status in any group or class protected by applicable federal, state, or local laws.
- c. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- d. The Subrecipient will send to each labor union, or representative of workers with whom the Subrecipient has a collective bargaining agreement or other contract or other understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments under Section 202 of Executive Order 11246, as amended, and any other commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Subrecipient will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
- f. The Subrecipient will furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required by Executive Order 11246, as amended; the rules, regulations, and relevant orders of the United States Secretary of Labor; and any such information or reports otherwise required hereunder, and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, the United States Secretary of Labor, or other

authorized federal officials for purposes of investigation to ascertain compliance with such rules, regulations, and orders, and the provisions stated herein.

- g. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provide in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.
- h. The Subrecipient will include the provisions of Section XI(A)(5)(a)-(h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the United States Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

B. Affirmative Action.

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, consistent with the Affirmative Action Program Policy articulated in **Exhibit C**, which is attached hereto and incorporated herein by this reference.
2. Women- and Minority-Owned Businesses. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and the terms "minority business enterprise" and "women's business enterprise" shall mean a business at least 51% owned and controlled by minority group members or women, as further defined in 15 U.S.C. § 632(n). For the purpose of this definition, "minority group members" are such groups including but not limited to African Americans, Hispanic Americans, Native Americans, Indian tribes, Asian Pacific Americans, Native Hawaiian Organizations, and other minorities. The Subrecipient may rely on written representations by a business

regarding its status as a women's business enterprise or minority business enterprise in lieu of an independent investigation.

3. Prior Discrimination. The Subrecipient shall comply with 24 C.F.R. §§ 570.506, 570.602, and 24 C.F.R. Part 6, with respect to affirmative action necessary to overcome the effects of prior discrimination, if any, and such affirmative action shall be incorporated into the Subrecipient's Affirmative Action Program.

C. Employment Restrictions.

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.
2. Labor Standards.
 - a. The Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 et seq.); and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. § 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.
 - b. The Subrecipient, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
 - c. Workers' Compensation and Safety. The Subrecipient shall comply with all federal and state workers' compensation and safety laws, including but not limited to the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto, and all similar and applicable state or federal acts or laws.
3. "Section 3" Clause.

a. Compliance.

- (i.) Where the Subrecipient receives CDBG funds for work arising in connection with housing rehabilitation, housing construction, or other public improvements, compliance with the provisions of Section 3 of the HUD Act of 1968, 12 U.S.C. § 1701u, as amended (“Section 3”), and as implemented by the regulations set forth in 24 C.F.R. Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient, and any of the Subrecipient’s Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, and any of the Subrecipient’s Subrecipients and subcontractors, and their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.
- (ii.) 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.
- (iii.) The Subrecipient shall comply with the “Section 3” requirements referenced in this Agreement and shall include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very-low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very-low-income persons residing in the metropolitan area in which the project is located.”
- (iv.) The Subrecipient shall ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very-low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, shall give priority to low- and very-low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very-low-income participants in other HUD programs; and shall award contracts for work undertaken in connection with a housing

rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very-low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, shall give priority to business concerns that provide economic opportunities to low- and very-low-income residents and very-low-income participants in other HUDG programs.

(v.) The Subrecipient certifies and agrees that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before this Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.

(vi.) The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications. The Subrecipient shall send to each labor organization or representative of workers with whom the Subrecipient has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts. The Subrecipient shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient shall not subcontract with any entity where the Subrecipient has notice or knowledge that the entity has been found in violation of regulations under 24 C.F.R. Part 75 and shall not let any subcontract unless the entity has first provided the Subrecipient with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct.

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

2. Subcontracts.
 - a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the Grantee's prior written consent.
 - b. Monitoring. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with any documentation concerning the selection process.
3. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Conflict of Interest. The Subrecipient shall abide by the provisions of 24 C.F.R. § 570.611, which include (but are not limited to) the following:
 - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.
 - b. No employee, officer, or agent of the Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee,

agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying. The Subrecipient hereby certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. The Subrecipient will require that the certification language expressed in subparagraph (d) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
 - d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
6. Copyright. If this Agreement results in the creation or production of any copyrightable work, material, or invention, the Grantee and grantor agency reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, such work, material, or invention for governmental purposes.
7. Religious Activities. The Subrecipient agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

XII. ENVIRONMENTAL CONDITIONS

- A. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
1. Clean Air Act, 42 U.S.C. § 7401 et seq., as amended, and all regulations and guidelines issued thereunder;
 2. Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., as amended, and all regulations and guidelines issued thereunder, including but not limited to the requirements within 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information; and
 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), the Subrecipient shall ensure that for activities located in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608, and 24 C.F.R. Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.
- D. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 C.F.R. Part 800, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older, or that are included on a federal, state, or local historic property list.

XIII. MISCELLANEOUS

- A. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provisions of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

- B. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the Parties concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
- C. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
- D. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the Grantee because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the Grantee, in whole or in part.
- E. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- F. Multiple Copies of Agreements/Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. An electronic signature shall be acceptable and deemed to have the same legal effect as a handwritten signature.
- G. Provisions Cumulative. The provisions in this Agreement are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the Grantee.
- H. Business License. The Subrecipient shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
- I. Compliance with Laws, Permits, and Licenses. The Subrecipient shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement, including but not limited to any such laws, statutes, codes, ordinances, regulations, and other legal requirements expressly referenced in this Agreement. The Subrecipient shall obtain any and all permits, licenses, and other authorizations necessary to perform the Activities. Neither the Grantee, nor any

elected or appointed boards, officers, officials, employees, or agents of the Grantee, shall be liable, at law or in equity, as a result of any failure of the Subrecipient to comply with this paragraph.

- J. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date.

CITY OF ESCONDIDO

Date: _____

Deputy City Manager

[SUBRECIPIENT COMPANY NAME]

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

Subrecipient Agreement
Scope of Work Example

A. General

This section should include a general statement about the purpose/objective of the contract, including what is being done under the contract and who is doing it.

Example: Company, Inc., a California corporation ("Subrecipient") will provide the City of Escondido, a California municipal corporation ("City") with [type of service(s)] service(s).

B. Location

This section should include the location(s) where the contract will be performed.

Example: Contractor will provide services at the City's facility located at 4321 1st Avenue, Escondido, CA 92029.

C. Services

This section should describe the services the Contractor/Consultant is to provide to the City, dividing the services into separate tasks if applicable.

Example:

- a. Provide shelter to 150 unhoused residents within the City of Escondido;
- b. Help 50 residents exit emergency shelter into permanent housing;
- c. Serve 200 seniors 62+ living in the City of Escondido with healthy nutritious meals 2x a day through a meal delivery program;
- d. Capital improvement project – Example: Replace an existing playground structure with a new playground structure; and
- e. Create written policies and procedures for determining and prioritizing treatment for the mental health of unhoused residents.

D. Scheduling and Coordination

Inquires relating to this Agreement, including scheduling and necessary coordination with City staff, may be directed to Dulce Salazar at 760-839-4057 or Dulce.Salazar@escondido.gov

E. Payment Terms and Schedule

The total contract price of the Agreement shall not exceed [**\$DollarAmount**]. Invoices must be submitted by the 15th of each month after the services have been performed; payments will be paid after all expense documentation, requisite program participation, and milestone report documents are reviewed, and within 30 days of receipt of invoice for those services. The contract price of this Agreement shall comply with the following budget and line item amendments can only be made with the permission of City staff.

Personnel Expenses	Budget Allotment
Staff (Number of Full-Time)	
Benefits (What is included)	
Non-Personnel Expenses	
Program Supplies	
Homeless Prevention Assistance	
Negotiated Indirect Costs	
Total	\$Dollar Amount

F. Term

The term of this Agreement shall be from the Effective Date of [insert date] through **June 30, 2025**.

G. Other

Some contracts may include unique requirements or provisions that do not fall within the above general categories (e.g., license/permit requirements, warranties, reference and incorporation of technical specifications or other documents). Any of these unique requirements/provisions should be listed here, or delete this section if not applicable.

Subrecipient Agreement
Affirmative Action Program Policy

AFFIRMATIVE ACTION PLAN

SUBRECIPIENT: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

IRS/ID: _____

1. The Subrecipient named above is committed to a policy of Affirmative Action to ensure Equal Employment Opportunity in response to Executive Orders 10925, 11114, and 11246, as amended, and relevant requirements adopted by the City, including all provisions of the Subrecipient Agreement concurrently entered into between the Subrecipient and the City.
2. The official designated by the Subrecipient to be Equal Employment Officer is: _____.
3. The Subrecipient will document fully its affirmative actions, which will be at least as extensive as the following:
 - a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, or an individual's status in any group or class protected by applicable federal, state, or local laws. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, or an individual's status in any group or class protected by applicable federal, state, or local laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - b. The Subrecipient will ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Subrecipient's employees are assigned to work. The Subrecipient, where possible, will assign two or more women to each construction project. The Subrecipient shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of, and carry out, the Subrecipient's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - c. The Subrecipient will establish and maintain a current list of minority and female recruitment sources and provide written notification to minority and female recruitment sources and to community organizations when the Subrecipient or its unions have employment opportunities available and maintain a record of the organizations' responses.

- d. The Subrecipient will maintain a current file on the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Subrecipient by the union or, if referred, not employed by the Subrecipient, this shall be documented in the file with the reason therefore, along with whatever additional actions the Subrecipient may have taken.
- e. The Subrecipient will provide immediate written notification to the Director of Office of Federal Contract Compliance Programs when the union or unions with which the Subrecipient has a collective bargaining agreement has not referred to the Subrecipient a minority person or woman sent by the Subrecipient, or when the Subrecipient has other information that the union referral process has impeded the Subrecipient 's efforts to meet its obligations.
- f. The Subrecipient will develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Subrecipient 's employment needs, especially those programs funded or approved by the Department of Labor. The Subrecipient shall provide notice of these programs to the sources compiled under subsection (b) above.
- g. The Subrecipient will disseminate the Subrecipient 's Equal Employment Opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Subrecipient in meeting its Equal Employment Opportunity obligations; by including the policy in any policy manual and collective bargaining agreement; by publicizing the policy in the company newspaper, annual report, and similar publications; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the policy on bulletin boards accessible to all employees at each location where construction work is performed.
- h. The Subrecipient will review, at least annually, the company's Equal Employment Opportunity Policy and Affirmative Action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel including but not limited to superintendents and general foremen, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- i. The Subrecipient will disseminate the Subrecipient's Equal Employment Opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the Subrecipient's Equal Employment Opportunity policy with other Subrecipients and Contractors with whom the Subrecipient does, or anticipates doing, business.
- j. The Subrecipient will direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Subrecipient's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Subrecipient shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- k. The Subrecipient will encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after-school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a Subrecipient's workforce.
 - l. The Subrecipient will validate all tests and other selection requirements where there is an obligation to do so.
 - m. The Subrecipient will conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, such opportunities.
 - n. The Subrecipient will ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Equal Employment Opportunity policy, Affirmative Action policy, and the Subrecipient's related obligations are being carried out.
 - o. The Subrecipient will ensure that all facilities and company activities are non-segregated except that separate and single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - p. The Subrecipient will document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - q. The Subrecipient will conduct a review, at least annually, of all supervisors' adherence to and performance under the Subrecipient's Equal Employment Opportunity policy and Affirmative Action obligations.
4. Subrecipients, subcontractors, and related contractors shall maintain all required records for a period of three years, or until audited, and permit access by the City to all such records.

Signed: _____

Equal Employment Officer

Signed: _____

Authorized Officer/Title

Print: _____

Print: _____

Dated: _____

Dated: _____

EXHIBIT 2

FY 2024-25 Income Limits

FY 2023 Income Limit Area	Median Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
San Diego - Carlsbad, CA MSA	\$116,800	Extremely Low Income Limits (\$)	28,950	33,100	37,250	41,350	44,700	48,000	51,300	54,600
		Very Low (50%) Income Limits (\$)	48,250	55,150	62,050	68,900	74,450	79,950	85,450	90,950
		Low (80%) Income Limits (\$)	77,200	88,200	92,250	110,250	119,100	127,900	136,750	145,550

EXHIBIT 3

PROPOSAL FORM

Applicant Information, Capacity and Experience (25 points)

Organization Name	
Unique Entity ID (UEI) Attach sam.gov	
Project Manager/Title	
Phone/Fax Numbers	
Email	
Address	
Project/Program Title	
Project/Program Address	

Type of Agency (Select)	Non-profit	For Profit	Faith-based	Other
Date of Incorporation				
Annual Operating Budget				
Number of paid staff and volunteers				
Agency Mission Statement				
Describe your organization's capacity to implement the proposed project. Who will manage and be involved in the project (names/titles)? List projects of similar size and scope you have completed.				
Has your agency been a Subrecipient of other HUD-related programs (e.g. CDBG, CARES ACT, HOME, ESG) for the City of Escondido or other jurisdictions? If so, explain below.				
Briefly describe your agency's record keeping system (both programmatic and financial) relevant to this proposed project/program?				

Describe your agency's auditing requirements, including those for the proposed project/program, and attach a copy of your most recent audit from 2023.
Please include the following attachments: <ul style="list-style-type: none">• Proof of Tax-Exempt Status (IRS Letter)• Articles of Incorporation of Agency• Request for Taxpayer Identification Number• Letter from Board of Directors designating authorized agent for the contract• City of Escondido Business License• Proof of registration in the federal system of award management (sam.gov)

Project/Program Description (45 points)

Provide a brief description of your proposed project.
Why is this project an important need in the community? What data or information have you collected to support this information?
How will your organization educate and conduct outreach to ensure all eligible community members have equitable access to your project?
Please discuss your screening process for incoming referrals. How will you collect backup documentation to ensure participants are low- and moderate-income from the City of Escondido?

What are the goals and objectives your specific project would like to accomplish? (For example: How many persons/households anticipated to be served?)
If awarded, what is your action plan to quickly, but responsibly expend these CDBG funds within a timely manner?
How you will maintain strong communication with City staff throughout the duration of this contract?

Financial Information (20 points)

Please attach a detailed, line-item budget demonstrating how the CDBG funds will be expended. Include any additional non-CDBG funding that will be included to the project. No matching funds are required.

City Priority Needs (10 points)

Describe in detail how your proposed project will address the City's priority needs for the CDBG grant program in Fiscal Year 2024-25. If not applicable, please write N/A.

EXHIBIT 4
ENVIRONMENTAL REVIEW SECTION
FOR COMPLIANCE WITH FEDERAL REGISTER 24 CFR PART 58
Requirement for all CDBG-funded Projects

1. Project Name: _____
2. Supporting Agency/Representative: _____
3. Contact Name: _____ Phone/Email: _____
4. Detailed Project Description Required (separate attachment). Include any details necessary to adequately explain the scope and/or operation of the proposed project. Information required if applicable to the proposed project include:
 - Amount of ground disturbance (e.g., total area in SF, vertical and lateral depths in inches/feet)
 - For new construction/expansion/rehabilitation:
 - Total area (in SF)
 - Proposed height
 - Proposed Lot coverage and FAR
 - Construction information, such as work in the right-of-way, construction duration, quantity of earthwork to be cut/filled, etc.
 - For a new use or expansion of an existing use:
 - Total existing/proposed staffing levels
 - Total existing/proposed clients
 - Existing/proposed days and hours of operation
5. Attach photograph or aerial image (e.g., Google Maps) of the site area of disturbance
6. Location of Proposed Site (address): _____
7. *[Assessor Parcel Number](#): _____
8. **Property Owner Letter of Authorization for scope of work (must be signed by legal property owner):** _____
9. *[Zoning and General Plan designation](#) (e.g., PD-R/Urban II): _____
10. *Is the proposed project a Permitted or Conditional Use for the zone? (If a conditional use, an entitlement through the Planning Division will be required) _____
11. **Is the site within a 100-year or 500-year floodplain _____
If yes, give community number and map panel number: _____
12. Size of Site (acres or SF): _____
13. Size of Facility (proposed or existing): _____

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- 14. Project Timeline: _____
- 15. Project Start Date: _____
- 16. Amount of Funding Requested: _____
- 17. Total Dollar Amount of Project (including CDBG): _____
- 18. Is there more than one funding year involved? _____

* Information available through City of Escondido's Planning Department (760) 839-4671

** Information available through City of Escondido's Engineering Department (760) 839-4651 x3823

DRAFT

EXHIBIT 5

NON-COLLUSION DECLARATION

TO BE EXECUTED BY PROSPECTIVE SUBRECIPIENT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido's Request for Proposals 23-26 – Community Development Block Grant Allocation for Subrecipients Fiscal Year 2023-24 is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective Subrecipient has not directly or indirectly induced or solicited any other prospective Subrecipient to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective Subrecipient or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective Subrecipient has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective Subrecipient or any other prospective Subrecipient, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective Subrecipient. All statements contained in the proposal are true. The prospective Subrecipient has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective Subrecipient that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective Subrecipient.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____.
Date

Signature

Signature

Title _____

Title _____

Of _____

Of _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

DRAFT