

CITY OF FAIRFIELD
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
MEMORANDUM OF UNDERSTANDING (MOU)

Project Name: Shelter Services at the 710 and 724 Ohio Street Property

Date Approved: July 20, 2021

Amount of Grant: \$150,000

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of **July 20, 2021**, by the **City of Fairfield**, a California municipality ("CITY") and **Community Action North Bay**, a California nonprofit public benefit corporation ("SUBRECIPIENT").

WHEREAS, CITY, as an entitlement recipient and the grantee of the U.S. Department of Housing and Urban Development's Community Development Block Grant ("CDBG") program, desires to enter into this MOU with SUBRECIPIENT for the expenditure of CDBG funds provided by the United States Department of Housing and Urban Development ("HUD") in accordance with Title 24, Part 570 of the Code of Federal Regulations 24 CFR 570.1 et seq.; and

WHEREAS, CITY is required to comply with specific rules and regulations set forth by HUD for the use of CDBG funds under Title 1 of the Housing And Community Development Act; and

WHEREAS, SUBRECIPIENT is a private nonprofit agency that has been selected by CITY to receive CDBG funds and administer such financial assistance, and

WHEREAS, the funding described above shall be available to SUBRECIPIENT for a one- year term, which may be renewed by CITY if CDBG funds are provided by HUD and SUBRECIPIENT complies fully with this MOU; and

WHEREAS, CITY and SUBRECIPIENT desire to enter into this MOU to set forth the terms and conditions, as well as rules and regulations, that SUBRECIPIENT must comply with in order to receive and spend CDBG funds.

NOW, THEREFORE, the parties agree to as follows:

1. Services: Subject to the terms and conditions set forth in this MOU, SUBRECIPIENT shall provide those services outlined in its CDBG proposal and described in the Scope of Work, attached as Exhibit A.
2. Terms and Conditions: The terms and conditions for use and payment of CDBG funds are set forth in Exhibit B.
3. General Provisions: The General Provisions of this MOU are set forth in Exhibit C. In the event of any inconsistency between the General Provisions and any other terms and conditions of this MOU, the other term or condition shall control only insofar as it is inconsistent with the General Provisions.
4. Exhibits: Additional federal requirements are set forth and attached in Exhibit D, Federal Income Limits and Exhibit E, Federal Requirements for Vendor and Contractor Agreements.
5. Subaward Information: Pursuant to 2 CFR 200.331, the required subaward information is attached as Exhibit "F".
6. Entire Agreement: This MOU, including all exhibits hereto, constitutes the complete understanding of the parties and supersedes any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

Executed as of the date first stated above.

CITY

Signature: _____

Name: _____

Title: _____

Date: _____

SUBRECIPIENT

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK AND BUDGET

SCOPE OF WORK

A. Activities

The SUBRECIPIENT will be responsible for administering the Ohio Street Shelter Operations/Services (herein called the "PROGRAM") in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. To help prevent, prepare for, protect, and/or respond to the Coronavirus pandemic, CDBG-Coronavirus funds will be used to support the Ohio Street Shelter in response to Coronavirus. Such PROGRAM will include, but is not limited to, the following activities eligible under the Community Development Block Grant Program:

1. **Program Delivery.** The PROGRAM benefits very low-income, low-income, and moderate-income residents in the City of Fairfield. SUBRECIPIENT will provide the following services:
 - A. Emergency and transitional housing and services to as many participants at the Ohio Street Shelter that can be safely accommodated within the parameters of the available housing, in order to ensure that maximum occupancy limits are not exceeded, and public health measures can be followed.
 - B. Provide a Property Management Plan to be approved by CITY.
 - C. Designate a primary point of contact for all matters related to the performance of this MOU.
 - D. Provide or assist residents have access to daily meals for each participant.
 - E. Provide access to health and mental services.
 - F. Conduct basic screening of potential participants for COVID-19 or other contagious illnesses.
 - G. Immediately notify the City liaison if any participants or staff test positive for COVID-19.
 - H. Provide the City a COVID-19 protocols plan.
 - I. Referrals will be made primarily from the City (HSD, Housing Services, Housing Authority, HIT Team, etc.) with preference for Fairfield homeless.
 - J. Track in the HMIS system all referred participants and the services provided.
 - K. Prepare and enforce all rules as outlined in a management plan, to be approved by CITY, and SUBRECIPIENT's shelter policies for conduct and safety.
 - L. CAN-B will provide job training, job placement services, life skills training, and other needed services to residents.
 - M. Provide daytime and nighttime security.
 - N. Make available as requested by CITY (but no more than monthly) occupancy data for those served under this MOU, including data on participant intake and exit and when and where participants are exited.
 - O. Immediately exit any participant remaining after the term of this MOU expires.
 - P. Provide CITY with such reports and information as CITY may reasonably request to allow CITY to comply with any and all applicable requirements of state or federal assistance provided.

The PROGRAM will provide services up to 50-75 persons and or households annually.

2. **General Administration.** SUBRECIPIENT will provide program management and general administrative services to support the PROGRAM. Program management and administrative support services include, but are not limited to, the following: data collection and analysis, preparation and submission of quarterly reports, close-out reports, and preparation of Board of Directors meeting minutes, budget preparation and submission of requests for reimbursement, and any other administrative function that will help ensure SUBRECIPIENT's compliance with this MOU and applicable Federal regulations as expressed herein.

B. National Objectives

1. SUBRECIPIENT certifies, and agrees to maintain documentation that demonstrates, that the activities carried out with funds provided under this MOU meet the CDBG program's National Objective of benefiting low- and moderate-income persons. Individuals served by the PROGRAM must be extremely-low, very-low and moderate income as defined by HUD. Low-income households are defined as households at or below 80 percent of the area median income ("AMI"), as adjusted for household size and defined by HUD for the Vallejo/Fairfield Metropolitan Statistical Area ("MSA"). Very low-income households are defined as households with incomes at or below 50 percent AMI. Extremely low-income households are defined as households with incomes at or below 30 percent AMI. CDBG maximum income limits for extremely-low, very-low, and low-income households will be provided to SUBRECIPIENT by CITY.
2. The individuals served by the PROGRAM are "presumed beneficiaries" as defined by HUD. Presumed beneficiaries are certain categories of people who are presumed to be principally of very-low or low income. The presumed beneficiaries served by this PROGRAM are Homeless Persons, as defined by HUD.

AGREEMENT BUDGET

Agency:

Program:

Budget Item	Fairfield CDBG Funding	Other Funds	Total
Shelter Operations/Services	\$150,000		
TOTAL:	\$150,000		

EXHIBIT B
TERMS AND CONDITIONS

(1) CONTRACTED ACTIVITIES. SUBRECIPIENT shall perform the activity(ies) described in Exhibit A.

(2) PAYMENT. Payment shall be made to SUBRECIPIENT on a reimbursement basis, and SUBRECIPIENT shall submit required documentation to the attention of:

LaTanya Terrones, Sr. Management Analyst
City of Fairfield, Housing Services Department
1000 Webster St., 1st Floor, Fairfield, CA 94533

All documents must be received by the Community Development Department by July 31, 2022 unless this contract is extended pursuant to Paragraph 4 of Exhibit B.

(3) ALLOWABLE EXPENSES. Funds will be paid to SUBRECIPIENT to reimburse expenses for the activities outlined in Exhibit A.

(4) TERM. The term of this MOU shall commence as of the date of contract execution by CITY and shall terminate on June 30, 2022 unless terminated earlier pursuant to Paragraphs 9 or 10 of Exhibit C or extended to a new termination date as approved by CITY, except that this MOU shall remain in effect during any period that SUBRECIPIENT has control over CDBG funds, including program income. Extensions must be requested in writing to CITY by May 30, 2022. Extensions will be granted only to allow for circumstances beyond the control SUBRECIPIENT and are at the sole discretion of CITY. The term may be renewed in the discretion of CITY if HUD provides additional CDBG funding and SUBRECIPIENT has complied fully with all terms and provisions of this MOU, including, but not limited to, the Standards of Performance set forth in Paragraph 8 of Exhibit C.

(5) ADMINISTRATIVE REQUIREMENTS. SUBRECIPIENT shall comply with the requirements and standards of 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and the Community Development Block Grant program as detailed in CFDA 14.218. SUBRECIPIENT shall comply with the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System.

(6) AUDIT REQUIREMENTS. SUBRECIPIENT shall comply with the following audit requirements:

(a) COPY OF AUDIT. SUBRECIPIENT shall provide CITY a copy of its audit reports as required by CITY and in conformity with 2 CFR 200.501 et seq. This requirement shall apply regardless of the amount of CDBG funding provided to SUBRECIPIENT under this MOU. SUBRECIPIENT shall also provide CITY a copy of its balance sheet, income statement, and annual budget for the current financial year. SUBRECIPIENT shall provide all documents required under this subparagraph (a) within 30 days of signing this MOU.

(b) AUDIT FINDINGS. SUBRECIPIENT shall respond to and address any audit findings determined by CITY.

(7) UNIFORM ADMINISTRATION REQUIREMENTS. SUBRECIPIENT shall comply with the applicable uniform administration requirements as described in 24 CFR 570.502.

(8) PROGRAM INCOME. Program income generated directly from the use of CDBG funds, as defined in HUD regulations at 24 CFR 570.500, shall be returned to CITY, subject to the provisions set forth in 24 CFR 570.504 and this MOU. Upon the expiration or termination of this MOU, CITY shall require remittance of any program income balances (including investments thereof) held by SUBRECIPIENT, except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for security needs under Section 108 of the Housing and Community Development Act of 1974.

(9) WORK PERFORMANCE REPORTS. SUBRECIPIENT shall establish and maintain work performance goals, program participation data, and other work performance related measures as required by CITY, including:

- (a) Timing of participant intake and exit (i.e., date of admittance, length of stay);
- (b) Types of services rendered to each participant;
- (c) Each participant's city of residency (or location of last place stayed prior to coming to emergency shelter);
and
- (d) Number of participants who are veterans of the U.S. Armed Forces.

These measures, as approved by CITY, shall be used to evaluate SUBRECIPIENT's progress toward those service goals identified in Exhibit A. This information shall be presented in a format and time frame determined by CITY, and shall be submitted quarterly by October 15th, January 15th, April 15th, and July 15th. SUBRECIPIENT shall be subject to on-site monitoring by CITY, which may occur without notice and/or during non-traditional hours. CITY shall inform SUBRECIPIENT in writing of CITY's findings and ensure that SUBRECIPIENT addresses CITY's concerns relative to the project. Information being requested is not meant for public dissemination, but only for monitoring or audit purposes as required by HUD. Failure to submit said work performance report may result in termination of this MOU or delay in reimbursements or compensation.

(10) DEMOGRAPHIC DATA. SUBRECIPIENT shall collect and report data on the disability, gender of the head of household, age, race and ethnicity/national origin characteristics of waiting list applicants and participants.

(11) PROGRAM RECIPIENT REQUIREMENTS. SUBRECIPIENT hereby certifies that, at a minimum, 70 percent of program service recipients fall within household income limits as shown in Exhibit D.

(12) ACCESS RIGHTS. CITY, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives shall have access, at any time, to any books, documents, papers and records of SUBRECIPIENT for the purpose of making audits, examinations, excerpts and transcriptions relative to project, in accordance with HUD regulations at 2 CFR part 200.

(13) FEDERAL COMPLIANCE. SUBRECIPIENT and CITY shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR part 570 and the Federal Requirements for Vendor and Contractor Agreements as provided in Exhibit E, except that:

- (a) SUBRECIPIENT does not assume CITY's environmental responsibilities described at 24 CFR 570.604.
- (b) SUBRECIPIENT does not assume CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

SUBRECIPIENT shall attach a copy of Exhibit E to all vendor and contractor agreements applicable to this project.

(14) NON-DISCRIMINATION. SUBRECIPIENT shall refrain from any acts that have the purpose of subjecting qualified persons to discrimination on the basis of race, color, national origin, religion, sex, or disability, in violation of the following laws and their respective implementing regulations at 24 CFR Parts 6, 1, and 8:

- (a) Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), as amended.
- (b) Section 109 of the Housing and Community Development Act of 1974, as amended.
- (c) Title VI of the Civil Rights Act of 1964, as amended.

(d) Section 504 of the Rehabilitation Act of 1973, as amended.

(15) INCORPORATION OF FEDERAL REQUIREMENTS. SUBRECIPIENT acknowledges that the funds being provided by CITY are distributed pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law 116-136. SUBRECIPIENT agrees to comply with the requirements of the CARES Act, Public Law 116-136, and any implementing regulations and programmatic requirements, which are hereby incorporated into this MOU. The following federal requirements are also hereby incorporated into this MOU:

(a) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) 24 CFR Part 570, Subparts A, C, D, J, K, O, and Appendix A, Community Development Block Grants.

(c) Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations.

(d) Subaward Reporting System requirements under the Federal Funding Accountability and Transparency Act.

SUBRECIPIENT acknowledges that it is responsible for understanding and complying with those requirements.

(16) NO DUPLICATION OF BENEFITS. In consideration of SUBRECIPIENT's receipt of CDBG funds from CITY, SUBRECIPIENT hereby assigns to CITY all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or other program to the extent of proceeds paid to SUBRECIPIENT under this MOU and that are determined in the sole discretion of CITY to be a duplication of benefits ("DOB"). Upon receiving any DOB proceeds, SUBRECIPIENT shall immediately notify CITY. If some or all of the proceeds are determined to be a DOB, the portion of SUBRECIPIENT's CDBG funds that is a DOB shall be paid to CITY forthwith.

(17) REVERSION OF ASSETS. Upon the expiration of this MOU, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to SUBRECIPIENT in the form of a loan) in excess of \$25,000 must be either:

(a) Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

(b) Not used in accordance with subparagraph (a) of this paragraph, in which event SUBRECIPIENT shall pay to CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to CITY. No payment is required after the period of time specified in subparagraph (a) of this paragraph.

(18) LANGUAGE ASSISTANCE. SUBRECIPIENT shall provide full and meaningful access for limited-English proficient ("LEP") residents of the City of Fairfield through the provision of free language assistance for all services funded pursuant to this MOU in accordance with CITY's Language Assistance Plan and applicable federal and state law. For housing or housing-related complementary services, SUBRECIPIENT shall provide both oral interpretation and written translation to LEP residents enquiring about, applying for, or utilizing such services. For non-housing services, SUBRECIPIENT shall provide access to language assistance in some form, but SUBRECIPIENT is generally not required to provide both oral interpretation and written translation to LEP residents for such services.

EXHIBIT C
GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this MOU, SUBRECIPIENT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control SUBRECIPIENT only insofar as the results of SUBRECIPIENT's services rendered pursuant to this MOU; however, CITY shall not have the right to control the means by which SUBRECIPIENT accomplishes services rendered pursuant to this MOU.

(2) LICENSES; PERMITS; ETC. SUBRECIPIENT represents and warrants to CITY that SUBRECIPIENT has all leases, licenses, permits, qualifications and approvals of whatsoever nature which are legally required for SUBRECIPIENT to practice SUBRECIPIENT's profession. SUBRECIPIENT represents and warrants to CITY that SUBRECIPIENT shall, at its sole cost and expense, keep in effect at all times during the term of this MOU, any leases, licenses, permits, and approvals which are legally required for SUBRECIPIENT to practice its profession. Proof of all of the above is required to be submitted prior to receiving any funding.

(3) TIME. SUBRECIPIENT shall devote such services pursuant to this MOU as may be reasonably necessary for satisfactory performance of SUBRECIPIENT'S obligations pursuant to this MOU. SUBRECIPIENT shall adhere to the Schedule of Activities shown in Exhibit A.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this MOU, SUBRECIPIENT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBRECIPIENT may have for worker's compensation. Said policy shall also include employer's liability coverage of no less than \$1,000,000 per accident for bodily injury or disease.

(b) GENERAL LIABILITY INSURANCE. SUBRECIPIENT shall obtain at its sole cost and keep in full force and effect during the term of this MOU commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by CITY or other named insureds will be called upon to cover a loss covered thereunder.

(c) AUTOMOBILE LIABILITY INSURANCE. SUBRECIPIENT shall obtain at its sole cost and keep in full force and effect during the term of this MOU automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage. Said insurance shall provide (1) that CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by CITY or other insureds will be called upon to cover a loss covered thereunder.

(d) CERTIFICATES OF INSURANCE. SUBRECIPIENT shall file with CITY upon the execution of this MOU, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this MOU, without thirty (30) days written notice to CITY prior to the effective date of such cancellation, or change in coverage.

SUBRECIPIENT shall file with CITY concurrent with the execution of this MOU, CITY's standard endorsement form (attached hereto) providing for each of the above requirements, or provide equivalent forms, subject to approval by the Director of Community Development.

(5) SUBRECIPIENT NO AGENT. Except as CITY may specify in writing, SUBRECIPIENT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. SUBRECIPIENT shall have no authority, express or implied, pursuant to this MOU, to bind CITY to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this MOU may assign any right or obligation pursuant to this MOU. Any attempted or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

(7) PERSONNEL. SUBRECIPIENT shall assign only competent personnel to perform services pursuant to this MOU. In the event that CITY, in its sole discretion, at any time during the term of this MOU, desires the removal of any person or persons assigned by SUBRECIPIENT to perform services pursuant to this MOU, SUBRECIPIENT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons. SUBRECIPIENT will be held responsible for ensuring all contractors paid in full or in part with CDBG funds are not listed on the HUD Excluded Parties List System (EPLS). This data can be obtained at <http://www.epls.gov>.

(8) STANDARD OF PERFORMANCE. SUBRECIPIENT shall perform all services required pursuant to this MOU in the manner and according to the standards observed by a competent practitioner of the profession in which SUBRECIPIENT is engaged in the geographical area in which SUBRECIPIENT practices his profession. All products of whatsoever nature which SUBRECIPIENT delivers to CITY pursuant to this MOU shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in SUBRECIPIENT'S profession. CITY shall be the sole judge as to whether the product of the SUBRECIPIENT is satisfactory.

(9) REMEDIES FOR NONCOMPLIANCE. If SUBRECIPIENT fails to comply with Federal statutes and regulations or the terms and conditions of this MOU, CITY may impose additional conditions, as described in 2 CFR 200.207. If CITY determines that noncompliance cannot be remedied by imposing additional conditions, CITY may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by SUBRECIPIENT or more severe enforcement action by CITY.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the CDBG award.

(d) Recommend that HUD initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable HUD regulations.

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

If SUBRECIPIENT fails to comply with any other obligation to CITY, CITY may withhold further Federal awards for the project or program or take other remedies that may be legally available.

(10) AVAILABILITY OF FUNDS/AUTHORIZATION. CITY's allocation of funding to SUBRECIPIENT pursuant to this MOU is contingent upon the availability to CITY of CDBG funds and continued authorization for program activities by HUD, and is subject to amendment or termination due to lack of funds or authorization. This MOU is subject to written modification or termination as necessary by CITY in accordance with requirements of future CDBG amendments, regulations or City policy.

(11) TERMINATION FOR CONVENIENCE. CITY may terminate this MOU for any reason by notifying SUBRECIPIENT in writing thirty days prior to the effective date of termination.

(12) PRODUCTS OF CONSULTING. All work products resulting from SUBRECIPIENT's performance hereunder shall be the property of CITY.

(13) INDEMNIFY AND HOLD HARMLESS. SUBRECIPIENT shall defend, indemnify, and hold harmless CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by SUBRECIPIENT or any person directly or indirectly employed by or acting as agent for SUBRECIPIENT in the performance of this MOU, including the concurrent or successive passive negligence of CITY, its officers, agents, employees or volunteers.

It is understood that the duty of SUBRECIPIENT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this MOU does not relieve SUBRECIPIENT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(14) PROHIBITED INTERESTS. No employee of CITY shall have any direct financial interest in this MOU. This MOU shall be voidable at the option of CITY if this provision is violated.

(15) LOCAL EMPLOYMENT POLICY. CITY desires wherever possible to hire qualified local residents to work on CITY projects. Local resident is defined as a person who resides in Solano County.

CITY encourages an active affirmative action program on the part of its contractors, subrecipients, and developers.

When local projects require subcontractors or contractors, subrecipients and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, subrecipients, and developers will be asked to provide, no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

(16) SUBRECIPIENT - NOT PUBLIC OFFICIAL. SUBRECIPIENT is not a "public official" for purposes of Government Code Sections 87200 et seq. Where SUBRECIPIENT conducts research or analysis, arrives at conclusions and renders information, advice, recommendation or counsel to CITY hereunder, SUBRECIPIENT is acting independently of the control and direction of CITY or any CITY official, other than normal contract monitoring. In addition, SUBRECIPIENT possesses no authority to make any CITY decision.

(17) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORT REQUIREMENTS. When CITY executes an agreement for or makes payment to SUBRECIPIENT in the amount of \$600 (six hundred dollars) or more in any one calendar year, SUBRECIPIENT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- (a) Whether SUBRECIPIENT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form or organization.
- (b) If SUBRECIPIENT is doing business as a sole proprietorship, SUBRECIPIENT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- (c) If SUBRECIPIENT is doing business as other than a sole proprietorship, SUBRECIPIENT shall provide SUBRECIPIENT's federal tax identification number.

EXHIBIT D

City of Fairfield
Community Development Block Grant Program
2020 Income Limits
Effective July 2020
Maximum annual income of households, by household size

Effective Date: 7/2020

FY 2020 Income Limit Category	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8 Person Household
Extremely Low (30%) Income Limits	Up to \$19,450	Up to \$22,200	Up to \$25,000	Up to \$27,750	Up to \$30,000	Up to \$32,200	Up to \$34,450	Up to \$36,650
Very Low (50%) Income Limits	Up to \$32,400	Up to \$37,000	Up to \$41,650	Up to \$46,250	Up to \$49,950	Up to \$53,650	Up to \$57,350	Up to \$61,050
Low (80%) Income Limits	Up to \$51,800	Up to \$59,200	Up to \$66,600	Up to \$73,950	Up to \$79,900	Up to \$85,800	Up to \$91,700	Up to \$97,650

EXHIBIT E

CITY OF FAIRFIELD

FEDERAL REQUIREMENTS
FOR VENDOR AND CONTRACTOR
AGREEMENTS

July 2017



**FEDERAL REQUIREMENTS
FOR VENDOR AND CONTRACTOR AGREEMENTS**

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GENERAL FEDERAL PROVISIONS

The following general federal provisions are a part of this MOU and do not require submittal of additional documentation, forms, reports, or certifications, except in unusual circumstances.

- 1) Interest of Members of Local Public Agency. No member of the governing body of the City of Fairfield (referred to herein as the "CITY") and no other officer, employee, or agent of CITY who exercises any functions or responsibilities in connection with the approval or review or carrying out of the project or program to which this MOU pertains shall have any personal interest, direct or indirect, in this MOU.
- 2) Interest of Local Public Officials. No member of the governing body of CITY and no other public official of the CITY who exercises any functions or responsibilities in the review or approval or the carrying out of the project or program to which this agreement pertains shall have any personal interest, direct or indirect, in this MOU.
- 3) Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share in or part of this MOU or to any benefit to arise therefrom.
- 4) Interest of Contractor or Vendor. The Contractor or Vendor (referred to herein as "the Contractor") covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, in the project area or any parcels therein, or any other interest which would conflict with the performance of this MOU and covenants that no person having any such interest shall be employed.
- 5) Subcontracts and Other Agreements. The Contractor will certify that all agreements with applicants, recipients, subcontractors, and consultants contain the applicable federal requirements.

CONTRACTOR ELIGIBILITY

The U.S. Department of Housing and Urban Development (referred to herein as "HUD") regulations at 24 CFR Part 24 and 2 CFR Part 200, which prohibit the use of federal financial assistance to directly or indirectly employ, award agreements to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status. The Contractor and all subcontractors must be checked for debarment prior to signing any agreement at the following link: <http://www.sam.gov>. Supporting documentation of the results obtained from the government website must be maintained for future review.

SUBCONTRACTOR OR VENDOR REPORT

The Contractor/Vendor Report is a list of the subcontractors working on the project as well as providers of professional and other services. These reports must be submitted by the General Contractor before work begins and at the end of the project before final payments are made. As new subcontractors are added during the course of the project, updated interim Subcontractor/Vendor Reports should be submitted. The Subcontractor/Vendor Reports should also include second-tier subcontractors. It is the General Contractor's responsibility to obtain the necessary information from the subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Executive Order 11246 of September 24, 1965, as amended, and as implemented by Department of Labor regulations, 41 CFR Chapter 60, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- 1) Executive Order 11246, as amended, and the regulations at 41 CFR Chapter 60, and 24 CFR Part 130, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of HUD assisted construction agreements. Participating Contractors and subcontractors must take affirmative action to ensure fair treatment in employment, upgrading, demotion, transfer, recruitment and recruitment advertising; layoff and termination; rates of pay and compensation; and selection for training and apprenticeship. This provision shall apply to all construction

agreements of \$10,000.00 or more entered into by Contractor as a result of or in connection with this MOU.

- 2) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the regulations at 24 CFR Part 135, which require that, to the greatest extent feasible, opportunities for training and employment arising in connection with any project assisted with HUD funds be given to lower income persons residing within the project, project area, unit of local government, or metropolitan area. Agreements awarded in connection with federal financial assistance, must, to the greatest extent feasible, be awarded to eligible business concerns which are located in, or are owned in substantial part by persons residing in the same metropolitan area as the project.

WAGE AND LABOR STANDARDS

The following provisions are applicable to all construction agreements involving rehabilitation or new construction projects containing twelve (12) or more dwelling units.

- 1) The Davis-Bacon Act (40 U.S.C. 3141 et seq.), as amended, and the regulations at 29 CFR Part 5, which require, among other things, that all laborers and mechanics employed on said construction agreements be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.
- 2) The applicable provisions of Section 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, which prohibit any violations of the "hot goods" or "hot cargo" provisions of the Act involving restrictions on the use of underage employees.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

The Contractor and any subsequent subcontractor shall ensure that Minority and Women Businesses have the maximum opportunity to participate in the performance of the work included in this MOU. The Contractor shall take all necessary and reasonable steps to ensure that minority and women businesses have the maximum opportunity to compete for and perform a portion of the work included in this MOU. Failure on the part of the Contractor to carry out the requirements set forth herein shall constitute a breach of this MOU and after proper notification, may result in award disqualification, termination of the MOU, disqualification from bidding, or other appropriate remedy. Due to the nature of work in this MOU, specific goals for participation by minority and women businesses are not established.

Minority Outreach. 2 CFR 200.321 describes actions to assure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services.

Reporting Participation (MBE/WBE). When payments are made to Minority Business Enterprise firms or Women Business Enterprise firms, including material suppliers, Contractors at all levels (prime, subcontractor, or second tier subcontractor) shall provide CITY with an accounting of said payments. This accounting shall be furnished to CITY for any given month by the end of the following month. Failure to submit this information accordingly may result in:

- Withholding of money due in the next partial pay estimate; or
- Removal of an approved Contractor from the prequalified bidders list; or
- The removal of other entities from the approved subcontractors list.

The accounting shall list, for each payment made to a qualifying Enterprise firm, the following:

- DOT Project Number
- Payee Contractor Name
- Receiving Contractor or Material Supplier
- Basis of MBE/WBE Certification (e.g., Woman Owned, Native American, African American, etc.)
- Amount of Payment
- Date of Payment

A responsible fiscal officer of the payee Contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. If needed, a copy of an acceptable report may be obtained from staff.

HANDICAPPED ACCESSIBILITY

- 1) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), as amended, and the regulations at 24 CFR Part 8, which require that no individual shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving HUD financial assistance, and establishes design and construction standards for certain new or altered multifamily residential and nonresidential buildings, incorporating Sections 3-8 of the Uniform Federal Accessibility Standards (UFAS).
- 2) The Fair Housing Amendments Act of 1988 (Pub. L. 100-430), amending Title VIII of the Civil Rights Act of 1968, and the regulations at 54 FR 3232, January 23, 1989, which prohibits discrimination in the sale, rental or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate related transactions, included otherwise making unavailable or denying a dwelling to any person, because of handicap or familial status, and establishes design and construction standards for certain covered multifamily dwellings containing four (4) or more dwelling units, for first occupancy on or after March 13, 1991, incorporating the American National Standard for buildings and facilities providing accessibility and usability for physically handicapped people (ANSI A117.1-1986).
- 3) The American with Disabilities Act (42 U.S.C. 12101) states that discrimination includes the failure to design and construct facilities (built for first occupancy after January 26, 1993) that are accessible to and usable by persons with disabilities. The Act also requires the removal of architectural and communications barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.

ENVIRONMENTAL REQUIREMENTS

- 1) Environmental Reviews, 24 CFR Part 58 - funds cannot be committed to this project until a Release of Funds has been received from HUD.
- 2) National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58.
- 3) Lead-Based Paint - All applicable standards, orders or requirements issued pursuant to Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4822 et seq.), and the regulations at 24 CFR Part 35 and 24 CFR 982.401(j), which prohibits use of lead-based paint in residential structures constructed or rehabilitated with HUD financial assistance, and establishes procedures to eliminate as far as practicable the hazards due to the presence of paint which may contain lead and to which children under seven years of age may be exposed in existing housing which is rehabilitated with said financial assistance.
- 4) Asbestos - The EPA standards for Hazardous Air Pollutants at 40 CFR Part 61, Subpart M (asbestos), which apply to the HUD financed renovation or demolition of residential properties of five (5) or more units, and the Occupational Health and Safety Administration (OSHA) asbestos regulations at 29 CFR 1910.1001, which apply to all private sector work places where there is an employee/employer relationship and where asbestos is present.

OTHER FEDERAL REQUIREMENTS

- 1) Displacement, relocation, and acquisition minimizing displacement. Pursuant to 24 CFR 570.606, all reasonable steps must be taken to minimize the displacement of persons. To the extent feasible, residential tenants must be provided an opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project.
- 2) Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 U.S.C. Chapter 61 and 49 CFR Part 24).
- 3) Intergovernmental Review of Federal Programs. Executive Order 12372, as amended by Executive Order 12416 and HUD's implementing regulations at 24 CFR part 52.
- 4) 2 CFR Part 200.

- 5) Religious Organizations. Pursuant to 24 CFR Part 570.200(j), the completed project must be used for secular purposes.

LOBBYING CERTIFICATION

OMB Approval

(Organizational or Company Name): _____
certifies, to the best of its knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- 2) 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 an 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 undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Name of Authorized Official	Title	
Signature		Date (mm/dd/yyyy)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802) **form HUD 50071** (01/14) Previous edition is obsolete ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

DRUG FREE CERTIFICATION

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2) Establishing an on-going drug-free awareness program to inform employees of --
 - a. The dangers of drug abuse in the workplace;
 - b. The Applicant's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - e. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.
- 3) Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --
 - a. Abide by the terms of the statement;
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - c. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d. (2) from an employee or otherwise receiving actual notice of such conviction;
 - d. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- 4) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - c. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.
- 5) Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.

Site #1

Site #2



Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802) form HUD-50070 (3/98) ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

CONTRACTOR’S NOTIFICATION OF SUBCONTRACTS AWARD

MAIL TO:
Department of Labor, OFCCP/ESA

Covered Area: _____

Month of: _____

(This Format Meets The Requirements Of Executive Order 11246, As Amended.)

Subcontractor’s Name and Address	Contract Project Number	Contract Amount	Estimated Starting Date	Estimated Completion Date	Crafts to be Used

The undersigned hereby certifies that:

- a. The Equal Opportunity Clauses are indicated in each of the listed subcontracts.
- b. Each Subcontractor or lower tier subcontractor has been notified in writing prior to their beginning construction of their respective obligations under the Affirmative Action Requirements, if applicable.

Name of Authorized Official		Title	
Signature		Date (mm/dd/yyyy)	

Contractor’s Address: _____

CONTRACTOR'S LIST OF FEDERAL AND NON-FEDERAL WORK

Date _____

Contractor's Name: _____

Covered Area _____

Project Address: _____

Federally- Assisted Contracts

this format meets the requirements of Executive Order 11246, as amended.

Name of Federal Agency Funding Project	Project Name and Location*	Contract Project Number	Dollar Amount	Estimated Start Date	Projected Completion Date

Non-Federally- Assisted Contracts

Contract with	Project Name and Location*	Contract Project Number	Percent Complete	Estimated Start Date	Projected Completion Date

Instructions: Attach this to the first CC-257 form submitted. Submit updated notice only if work is complete or new contracts have been received.

- Location must include city and street address

EXHIBIT F

SUBAWARD INFORMATION

1. SUBRECIPIENT Name (which must match registered name in DUNS):

2. SUBRECIPIENT's DUNS Number:

3. Federal Award Identification Number (FAIN):

4. Federal Award Date (see §200.39):

5. Subaward Period of Performance Start Date and End Date:

6. Amount of Federal Funds Obligated by this Activity:
\$150,000
7. Total Amount of Federal Funds obligated to SUBRECIPIENT:

8. Total Amount of Federal Awards obligated to SUBRECIPIENT:

9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): _____
10. Name of Federal Awarding Agency:
U.S. Dept. of Housing & Urban Dev.
11. Name of Pass-through Entity and Contact Information for Awarding Official:
City of Fairfield
12. Catalog of Federal Domestic Assistance (CFDA) Number and Name:

13. Identification of whether the Award is Research & Development:

14. Indirect Cost Rate for the Federal Award:
