

28  
10/31/2013

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF FRESNO AND THE  
FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION FOR THE  
TARGETED AREA DISTRESSED PROPERTY PROGRAM**

CITY OF FRESNO  
City Clerk's Office (Original)

THIS AGREEMENT, entered this 3rd day of March, 2014 by and between the City of Fresno, California, a municipal corporation, acting through its Development and Resource Management Department – Housing and Community Development Division, (herein called the "Grantee") and the FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION, a non-profit corporation, (herein called the "Subrecipient").

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", provides funding under its Community Development Block Grant Program, hereinafter "CDBG", as authorized under Title I of the Housing and Community Development Act of 1974, as implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, the Grantee is a recipient of CDBG funding for fiscal year 2013-2014 for use in funding eligible activities furthering established national objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, the Grantee in accordance with its 2010-2014 Consolidated Plan and FY 2013-2014 Annual Action Plan, as amended, desires to provide CDBG funds to the Subrecipient, for the rehabilitation of owner occupied single family homes, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. 2013-104, the City Manager is authorized to execute, on behalf of the Grantee, CDBG agreements that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

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

**I. SCOPE OF SERVICE**

**A. Subrecipient Activities**

The Subrecipient will be responsible for administering the Targeted Area Distressed Property Program ("Program") in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

*BA*

1. Conduct an initial property assessment to evaluate the qualifying repairs under the Program. Initial eligibility determination of households/structures will also be made by the Subrecipient on the basis of satisfaction of income requirements and the apparent need for rehabilitation measures to correct relevant housing code deficiencies and any other pertinent criteria set forth in the approved Program design.
2. Prepare a Scope of Work and a line item budget with the homeowner on the prescribed form for submission to the Grantee for review and approval. For each eligible unit to be assisted, the Subrecipient will complete a detailed work write-up of the rehabilitation to be performed ("Project"), including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met.
3. Contract with homeowner to provide home repair services. The Subrecipient will assist approved applicants in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units.
4. Work with Grantee's inspectors to schedule property inspections.
5. Approve contractor payments. As rehabilitation progresses and as invoices are submitted by contractors, the Subrecipient will verify that the expenses are reasonable and the work has been completed properly, and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.
6. Maintain documentation of repair work for Program compliance and submission of payments including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Subrecipient. The Subrecipient will also maintain appropriate information on persons residing in the property. The Subrecipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VII of this Agreement.

B. Grantee Activities

Grantee will oversee Subrecipient's administration of the Program to ensure compliance with any standards required as a condition of providing Program funds. Grantee will also perform the following activities under the Program:

1. Complete National Environmental Protection Act (NEPA) Tier 1 environmental assessments in addition to providing Tier 1 clearance and approving site-specific environmental reviews.
2. Identify single family residential properties for minor repair.
3. Refer residential properties to Subrecipient for initial assessment prior to eligibility underwriting review.
4. Underwrite the Project and certify income eligibility.
5. Review and approve Subrecipient's Scope of Work for each Project address as described in the Program Manual.
6. Inspect and monitor for Project compliance and efficiency.
7. Manage and remit all reimbursement requests.
8. Report to HUD via the Integrated Disbursement Information System (IDIS), using, in part, data provided by Subrecipient.
9. Monitor all Subrecipient activities to assure compliance with the terms of the Agreement and all CDBG requirements.

C. National Objectives

Grantee has determined, and Subrecipient certifies, that the activities carried out under this Agreement further one of more CDBG national objectives. The activities under this Agreement will provide public investments in areas identified as deteriorated in addition to sustaining affordable housing costs to persons and families of low and moderate income.

D. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the \_\_\_\_ day of \_\_\_\_\_, 2014 and end on the 31<sup>st</sup> day of December, 2014. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including Program Income.

### III. **BUDGET**

Grant funds shall be disbursed to reimburse Subrecipient in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein, provided that the specific line item amounts in said Budget may be varied, added and/or stricken, and further provided that in any event total Grant funds disbursed in pursuit of said Budget shall not to exceed in the aggregate the lesser of Five Hundred Thousand Dollars (\$500,000) or Grantee's available and allocated CDBG Funding during the term hereof.

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

### IV. **PAYMENT**

Subrecipient's sole source of compensation hereunder will be in the form of a grant of CDBG funds ("CDBG funds") as described herein. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000). Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Grantee may disburse twenty-five percent (25%) of the Project's Budget in advance to the Subrecipient to facilitate project rehabilitation. Subrecipient shall hold the remaining costs until Project Completion and shall submit a Request for Disbursement to the Grantee substantiating the upfront costs and justifying the reimbursement request for the project's remaining costs.

All funds are paid contingent upon Subrecipient's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to the Grantee within thirty (30) days of the earlier of termination of this Agreement or notice by Grantee. Any interest earned or received by the Subrecipient thereon shall be remitted to the Grantee.

Subrecipient understands and agrees that the availability of CDBG funds is subject to the control of HUD, or other federal agencies, and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to Grantee, whether earned by or promised to Subrecipient, and/or should Grantee in any fiscal year hereunder fail to allocate CDBG funds, Grantee shall not provide said funds unless and until they are made available for payment to Grantee by HUD and Grantee receives and allocates said funds. No other funds owned or controlled by Grantee shall be obligated under this Agreement to the Project(s).

**V. NOTICES**

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

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

Grantee

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

Subrecipient

Fresno County Economic Opportunities  
Commission  
Brian Angus, Executive Director  
1900 Mariposa Mall Suite 300  
Fresno, CA 93721

**VI. GENERAL CONDITIONS**

A. Implement of Project

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify the Grantee in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the Grantee within forty-five (45) days of said official notification.

B. Debarment

Subrecipient certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal Department or agency; and, that the Subrecipient shall not knowingly enter into any lower tier contract or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

C. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

D. "Independent Contractor"

In furnishing the services provided for herein, Subrecipient is acting solely as an independent contractor. Neither Subrecipient, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of Grantee for any purpose. Grantee shall have no right to control or supervise or direct the manner or method by which Subrecipient shall perform its work and functions. However, Grantee shall retain the right to administer this Agreement so as to verify that Subrecipient is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between Subrecipient and Grantee. Subrecipient shall have no authority to bind Grantee absent Grantee's express written consent. Except to the extent otherwise provided in this Agreement, Subrecipient shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, Subrecipient and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Grantee's employees. Subrecipient shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all

employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Subrecipient shall be solely responsible, indemnify, defend and save Grantee harmless from all matters relating to employment and tax withholding for and payment of Subrecipient's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in Grantee employment benefits, entitlements, programs and/or funds offered employees of Grantee whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory.

It is acknowledged that during the term of this Agreement, Subrecipient may be providing services to others unrelated to Grantee or to this Agreement.

#### E. Indemnification

To the furthest extent allowed by law including California Civil Code section 2782, Subrecipient shall indemnify, hold harmless and defend Grantee and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by Grantee, Subrecipient or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Subrecipient's obligations under the preceding sentence shall apply regardless of whether Grantee or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of Grantee or any of its officers, officials, employees, agents or volunteers.

If Subrecipient should contract or subcontract all or any portion of the work to be performed under this Agreement, Subrecipient shall require each Subrecipient and/or subcontractor to indemnify, hold harmless and defend Grantee and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

#### F. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

G. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements set forth in 24 CFR 84.31 and 84.48. The Subrecipient shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

H. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Sub-Contracts

Any work or services subcontracted by Sub-Recipient shall be specified by written contract or agreement, and such subcontracts shall be subject to each provision of the Agreement and applicable City, State and Federal guidelines and regulations. Prior to execution by the Sub-Recipient of any subcontract hereunder, such subcontracts must be submitted by the Subrecipient to the Grantee for its review and approval, which will specifically include a determination of compliance.

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards established by the City, State and HUD. Reimbursements for such services will be made at the Sub-Recipient's cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the Sub-recipient or reimbursed by the City without prior written approval.

J. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement,

nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### K. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;  
or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, 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 award in its entirety.

#### L. Fiscal Limitations

HUD may in the future place programmatic or fiscal limitation on CDBG funds not presently anticipated. Accordingly, the Grantee reserves the right to revise this Agreement in order to take account of actions affecting HUD program funding. In the event of funding reduction, the Grantee may

reduce the Allocated Funding of this Agreement, and may, at its sole discretion, limit the Sub-Recipient's authority to commit and spend funds. Where HUD has directed or requested the Grantee to implement a reduction in funding, with respect to funding for this Agreement, the City Manager, or his/her Designee, may act for the Grantee in implementing and effecting such a reduction in revising the Agreement for such purpose.

The City Manager or his/her Designee may act for the Grantee in suspending the operation of this Agreement for up to sixty (60) days, upon three (3) days' prior written notice to the Sub-Recipient of his/her intention to so act. In no event, however, shall any revision made by the Grantee affect expenditures and legally binding commitments made by the Sub-Recipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

## **VII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. 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 Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;

- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR 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. Closeouts

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to 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.

4. 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 above audit requirements will 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 OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining Subrecipient's appropriate share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by

the Subrecipient, and not to exceed actual cash requirements. Payments will 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 as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

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

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. 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.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If 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.
3. In all cases in which equipment is acquired, in whole or in part, with CDBG funds under this Agreement is sold, the proceeds shall be Program Income, prorated to reflect the extent to 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 for the amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

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

#### **IX. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all applicable City, State and Federal guidelines including, but not limited to 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, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

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

3. 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.

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, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

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 terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs IX.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 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 agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. 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.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, 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 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve 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.

"Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, 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 subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, 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.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-

income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

- b) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; 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 contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: 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 insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with 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 disclose any and all actual or potential conflicts of interest with Grantee. Furthermore, Subrecipient shall

ensure that any subcontractor also discloses any and all actual or potential conflicts of interest with the Grantee. Both Subrecipient and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D".

The Subrecipient further agrees to abide by the provisions of 24 CFR 84.42 and 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, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of 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 it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) 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 Subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24

CFR 570.200(j), such as worship, religious instruction, or proselytization.

**X. 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.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

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 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount

of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. ATTORNEY FEES

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

XII. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

XIV. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever

possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

**XV. EFFECTIVE DATE**

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

**XVI. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. . This Agreement may be modified or amended only by written instrument duly authorized and executed by both Grantee and Subrecipient.

**XVII. EXHIBITS**

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

**XVIII. EXPENSES INCURRED UPON EVENT OF DEFAULT**

Subrecipient shall reimburse Grantee for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by Grantee as a result of one or more Events of Default by Subrecipient under this Agreement.

**XIX. GOVERNING LAW AND VENUE**

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.

**XX. HEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XXI. INTERPRETATION**

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

**XXII. NO THIRD-PARTY BENEFICIARY**

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by Subrecipient shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against Grantee under any circumstances. Except as provided by law, or as otherwise agreed to in writing between Grantee and such person, each such person shall be deemed to have waived in writing all right to seek redress from Grantee under any circumstances whatsoever. Subrecipient shall include this paragraph in all contracts/subcontracts.

**XXIII. NO WAIVER**

Neither failure nor delay on the part of the Grantee in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the DEVELOPER therefrom shall be effective unless the same shall be in writing, signed on behalf of the Grantee by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the DEVELOPER in any case shall entitle the DEVELOPER to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the Grantee's right to take other or further action in any circumstances without notice or demand.

**XXIV. NON-RELIANCE**

Subrecipient hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on Grantee, its agents, employees or attorneys in entering into this Agreement.

**XXV. PRECEDENCE OF DOCUMENTS**

In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement will control.

**XXVI. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

///

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION

  
\_\_\_\_\_  
Bruce Rudd, City Manager  
(Attach notary certificate of acknowledgment)  
acknowledgment)

  
\_\_\_\_\_  
Brian Angus, Executive Director  
(Attach notary certificate of

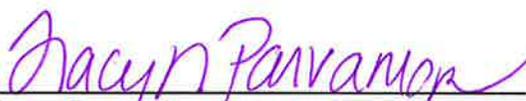
Date: 8/20/14

Date: 7/4/14

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

APPROVED AS TO FORM:  
Doug Sloan  
City Attorney

  
\_\_\_\_\_  
Deputy City Clerk

  
\_\_\_\_\_  
Tracy Parvanian, Deputy City Attorney

Date: 8/22/14

Date: 4.29.14

CITY:  
City of Fresno, a municipal corporation  
Development and Resource  
Management Department, Housing  
and Community Development Division  
2600 Fresno Street Room 3076  
Fresno, CA 93721

Subrecipient:  
Fresno County Economic Opportunities  
Commission  
Brian Angus, Executive Director  
1900 Mariposa Mall Suite 300  
Fresno, CA 93721

Attachments:  
Exhibit A – Project Description, Requirements and Scope of Services  
Exhibit B – Budget  
Exhibit C – Insurance  
Exhibit D - Disclosure of Conflict of Interest  
Exhibit E – Target Area Map

TNP:ns [63590ns/tnp]

## EXHIBIT "A"

### TARGETED AREA DISTRESSED PROPERTY PROGRAM

#### SCOPE OF SERVICES

##### A. Program Goals

The Subrecipient will be responsible for administering a CDBG Year 2013-2014 housing rehabilitation program, also referred to as the Targeted Area Distressed Property Program ("Program"), for the City of Fresno, hereinafter referred to as "the Grantee." The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

Subrecipient will provide rehabilitation services under the Program. The major goal of this Program is to address code enforcement infractions, make minor interior and exterior repairs, and paint the exterior of the dwelling. Neighborhoods with clusters of code enforcement infractions will be targeted for home repair assistance; with code infractions mitigated first and any remaining funds used for other general property improvements. These home repairs may include, but are not limited to, the Scope of Services set forth below. This Program will operate within specific boundaries in the southwest, southeast, and central areas of Fresno (Exhibit "E").

Changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee.

##### B. Eligibility and Terms of Assistance

Eligible homeowners meeting the criteria detailed below will be granted up to \$10,000 for home repairs. Eligible homeowners may, in the Division Manager's sole discretion, receive up to an additional \$5,000 based upon exigent circumstances of the Project. Because the assistance is in the form of a grant; there is no expectation of repayment from the assisted homeowner and a lien will not be recorded against the property. Homeowners must meet the following qualifications in order to be considered for the Program.

1. Ownership and Occupancy: Homeowner must provide proof of ownership and occupancy of the home proposed for rehabilitation.
2. Income: Homeowner must qualify as a low-income household, based on gross household income and family size, as established by the U.S. Department of Housing and Development (HUD).

##### C. Property Assessments

Applicants to the Program will be referred to work with Subrecipient to conduct an assessment of the residence in order to document current conditions and determine the nature and general scope of the eligible repair work. Grantee will review the assessment and determine the eligibility of the qualifying deficiencies. Applications will be reviewed for compliance with the following priorities:

1. Code infractions that pose an imminent threat to health and safety of the occupants; or
2. Code infractions that repair a Housing Quality Standard delinquency; or
3. General improvements

After completion of the assessment, Subrecipient will prepare a Scope of Work for review and acceptance by the homeowner. Subrecipient will submit a copy of its Agreement with the homeowner to the Grantee detailing the work provided and the homeowner's written approval. Once received, Grantee will approve the Scope of Work and provide written notice to initiate rehabilitation.

#### D. Waiting Lists

Assistance under the Program is limited to a first-approved, first-served basis. Grantee shall maintain a Pending Eligibility and Approved Waiting List for all applications of assistance. All applicants meeting the initial screening and criteria and initial feasibility assessment will be placed on a Pending Eligibility Waiting List. Upon receipt of all verification forms and completion of the eligibility and underwriting process, approved applicants will be moved from the Pending Eligibility Waiting List and placed on the Approved Waiting List. Only those persons on the Approved Waiting List are considered approved and will be assisted in the order they are placed on the approved list. To ensure fairness in the process applicant approval dates will be maintained in Grantee's database. Grantee reserves the right to close the Approved Waiting List and accept no further applications when the number of approved applicants exceeds a three (3) month wait for repairs to be completed.

In addition to the Pending Eligibility and Approved Waiting Lists, Grantee will also maintain an Inquiry and Intake List for the purpose of assessing demand.

#### E. Project Schedule

Unless amended by mutual written agreement by the Subrecipient and the Grantee, Subrecipient will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the project deadline, unless otherwise extended as detailed in Section II.

## F. Scope of Services

### **Electrical**

- Unsafe electrical panel / cover
- Unsafe electrical connections
- Exposed / loose wiring
- Faulty electrical outlets
- Faulty or damaged electric appliances
- Smoke Detectors / Light Fixtures
- Missing / inadequate GFCI's
- Missing electrical cover plates

### **Mechanical**

- Inoperable heaters
- HVAC inoperable / lack of heating
- Ducts with mold / mildew
- Exhaust fans Kitchen / Bath / Utility

### **Structural & General**

- Standing water due to improper grading
- Leaking evaporative coolers
- Broken Windows
- Inoperable windows
- Sub-standard structures / foundations
- Missing or damaged window screens
- Water damage to floors / ceiling
- Deteriorated / leaky roofs
- Dry rot
- Mold / mildew anywhere
- Unsafe damaged / deteriorated fences
- Fence gates that won't open or close properly
- Trip hazards
- Insect infestation / animal droppings
- Blocked access to opening egress in house
- Blocked access to property side yards
- Lack of Off Street Covered Parking
- Structures or Conversions without proper permits
- Operable doors, locks, hardware / thresholds / weather stripping
- Zoning inconsistent with residential single-family use.

### **Plumbing**

- Leaking faucets
- Inoperable / broken / leaking toilets
- Leaking exterior water bibs / sprinklers, valves
- Water heaters PRV / venting / Gas supply / seismic straps
- Damaged showers / bath tubs
- Faulty or damaged gas appliances / connections

### **Code Violations**

- Barnyard Animals
- Trash / Debris in house or on property
- Tires
- Tarp & Pole Structures
- Inoperable Vehicles
- Weeds / overgrown trees & shrubs
- Recreational Vehicle storage

### **Recommended Improvements**

- Insulation
- Fluorescent lighting
- Window repair/replacement
- Weatherization improvements

**EXHIBIT "B"**

**TARGETED AREA DISTRESSED PROPERTY PROGRAM**

**BUDGET**

The following is the budget for the CDBG FY2013-3014 Targeted Area Distressed Property Program to be administered by the Subrecipient. Unless otherwise noted, this budget may only be modified through a formal written amendment approved by the Grantee.

<u>Line Item</u>	<u>Amount:</u>
Salaries	50,000
Fringe	15,000
Office Space (Program only)	2,525
Reproduction/Printing	2,500
Supplies and Materials	2,500
Mileage	300
Audit	600
Construction	389,075
<u>Indirect Costs (Specify)</u>	<u>37,500</u>
<b>TOTAL</b>	<b>\$500,000</b>

## EXHIBIT "C"

### TARGETED AREA DISTRESSED PROPERTY PROGRAM

#### INSURANCE REQUIREMENTS

Throughout the life of this Agreement, Subrecipient shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by Grantee's Risk Manager. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage  
\$1,000,000 per occurrence for personal and advertising injury  
\$2,000,000 aggregate for products and completed operations  
\$2,000,000 general aggregate applying separately to the work performed under the Contract

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) BUILDERS RISK (Course of Construction) insurance in an amount equal to the completed value of the project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.)

(vi) CONTRACTORS POLLUTION LIABILITY (unless waived in writing by the

City's Risk Manager or his/her designee, Contractors Pollution Liability is required for all environmental and water remediation work and for all work transporting fuel. Unless waived in writing by the City's Risk Manager or his/her designee, Contractors Pollution Liability is also required for demolition, renovation, HVAC, plumbing, or electrical (including, without limitation, lighting) work on any structure build prior to the year 1990) insurance with limits of liability of not less than the following:

\$1,000,000 per occurrence or claim  
\$2,000,000 general aggregate per annual policy period

In the event Subrecipient purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

In the event this Contract involves any lead based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Contractors Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by Subrecipient pursuant to the Contract.

In the event this Contract involves any lead-based environmental hazard (e.g., lead based paint), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for lead based environmental hazards. In the event this Contract involves any asbestos environmental hazard (e.g., asbestos identification or remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event this Contract involves any mold environmental hazard (e.g., mold identification or remediation), the Contractors Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and "microbial matter including mold" within the definition of "Pollution" under the policy.

Subrecipient shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Subrecipient shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Grantee's Risk Manager or his/her designee. At the option of the Grantee's Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Grantee, its officers, officials, employees, agents and volunteers; or (ii) Subrecipient shall provide a financial guarantee, satisfactory to Grantee's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall Grantee be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except

after 30 calendar day written notice has been given to Grantee. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Subrecipient shall furnish Grantee with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for Grantee, Subrecipient shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The Subrecipient's Pollution Liability insurance policy shall be written on either an occurrence form, or a claims-made form. The General Liability, Automobile Liability and Subrecipient's Pollution Liability insurance policies shall name Grantee, its officers, officials, agents, employees and volunteers as an additional insured. All such policies of insurance shall be endorsed so Subrecipient's insurance shall be primary and no contribution shall be required of Grantee. The coverage shall contain no special limitations on the scope of protection afforded to Grantee, its officers, officials, employees, agents and volunteers. If Subrecipient maintains higher limits of liability than the minimums shown above, Grantee requires and shall be entitled to coverage for the higher limits of liability maintained by Subrecipient. The General Liability insurance policy shall also name the Grantee, its officers, officials, agents, employees and volunteers as additional insureds for all ongoing and completed operations. The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the Grantee as a loss payee. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Grantee, its officers, officials, agents, employees and volunteers.

Subrecipient shall furnish Grantee with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the Grantee's Risk Manager or his/her designee prior to Grantee's execution of the Contract and before work commences. Upon request of Grantee, Subrecipient shall immediately furnish Grantee with a complete copy of any insurance policy required under this Contract, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy.

This requirement shall survive expiration or termination of this Agreement.

Claims-Made Policies - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Contract or the commencement of work by Subrecipient.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Contract, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the

Contract, or work commencement date, Subrecipient must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Contract, whichever first occurs.

- (iv) A copy of the claims reporting requirements must be submitted to Grantee for review.
- (v) These requirements shall survive expiration or termination of the Contract.

If at any time during the life of the Contract or any extension, Subrecipient or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Subrecipient shall be withheld until notice is received by Grantee that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Grantee. Any failure to maintain the required insurance shall be sufficient cause for Grantee to terminate this Contract. No action taken by Grantee hereunder shall in any way relieve Subrecipient of its responsibilities under this Contract. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by Grantee that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Subrecipient shall not be deemed to release or diminish the liability of Subrecipient, including, without limitation, liability under the indemnity provisions of this Contract. The duty to indemnify Grantee shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subrecipient. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Subrecipient, its principals, officers, agents, employees, persons under the supervision of Subrecipient, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Contract and the final acceptance by the Grantee of the work or materials to be performed or supplied there under, the Subrecipient shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse the Subrecipient or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the Contract.

If Subrecipient should subcontract all or any portion of the services to be performed under this Contract, Subrecipient shall require each subcontractor to provide insurance protection in favor of Grantee, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the

subcontractors' certificates and endorsements shall be on file with Subrecipient and Grantee prior to the commencement of any work by the subcontractor.

## **PERFORMANCE AND PAYMENT BONDS**

The Subrecipient shall provide two good and sufficient surety bonds from a corporate surety admitted by the California Insurance Commissioner to do business in the State of California, on forms as those provided by the Grantee in these Specifications, and approved by the Grantee.

1. The "Payment Bond" shall be for not less than 100 percent of the Contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by Subrecipient on the work. The bond shall be maintained by the Subrecipient in full force and effect until the work is completed and accepted by the Grantee, and until all claims for materials and labor are paid, and shall otherwise comply with Chapter 7, Title XV, Part 4, Division 3 of the California Civil Code.
2. The "Faithful Performance Bond" shall be for 100 percent of the Contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the Grantee, and that all materials and workmanship will be free from original or developed defects.
3. In lieu of the bonds required above, Grantee, in its sole discretion, may accept from Subrecipient an Irrevocable Standby Letter of Credit issued with Grantee named as the sole beneficiary in the amount(s) of the bonds required above. The Irrevocable Standby Letter of Credit is to be issued by a bank, and in a form, acceptable to Grantee. This Irrevocable Standby Letter of Credit shall be maintained by Subrecipient in full force and effect until Grantee is provided with a recorded Notice of Completion for construction of the Project and shall be subject to and governed by the laws of the State of California."

EXHIBIT "D"

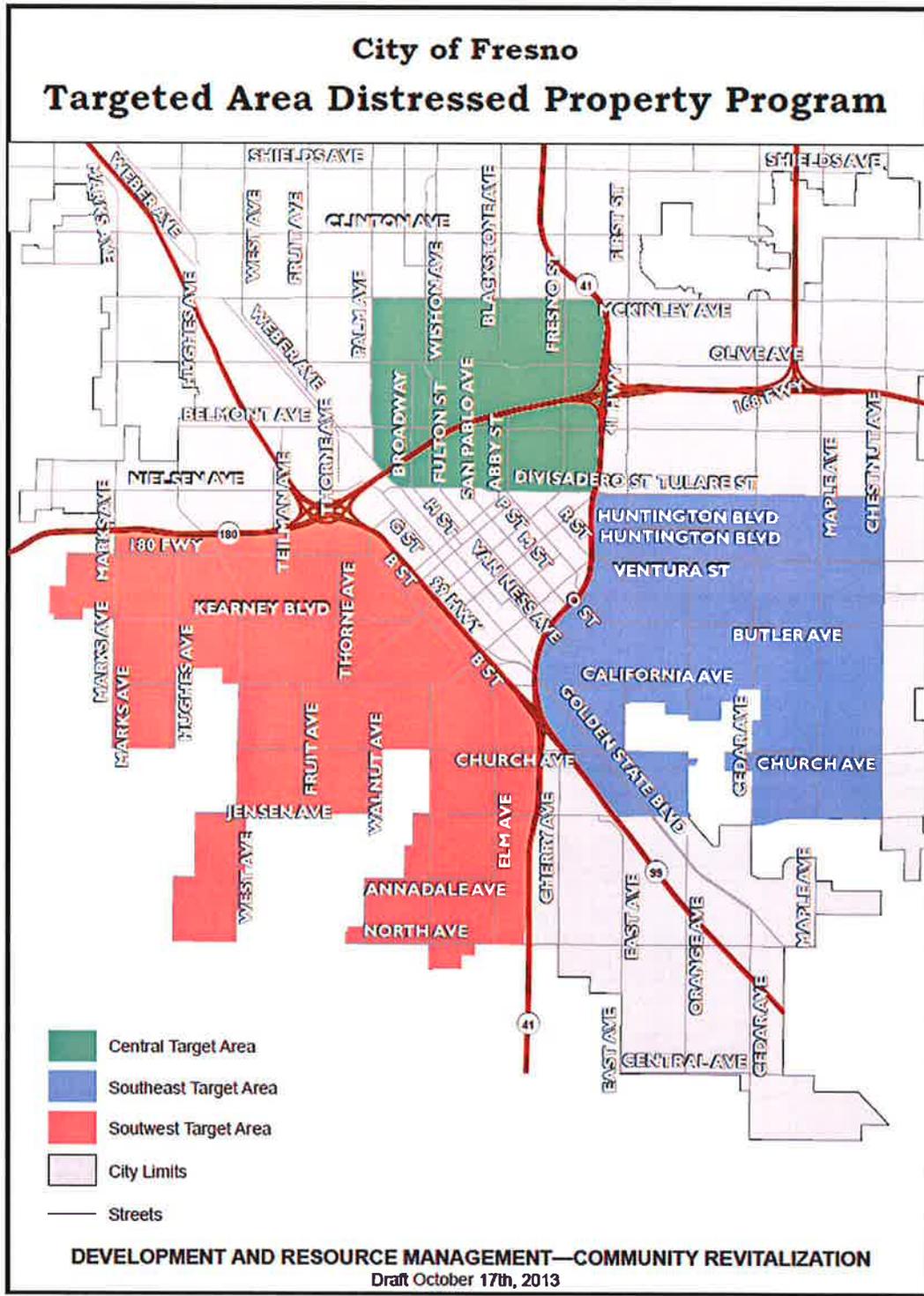
TARGETED AREA DISTRESSED PROPERTY PROGRAM

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1.	Are you currently in litigation with the City of Fresno or any of its agents?		X
2.	Do you represent any firm, organization or person who is in litigation with the City of Fresno?		X
3.	Do you currently represent or perform work for any clients who do business with the City of Fresno?		X
4.	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City, or in a business which is in litigation with the City?		X
5.	Are you or any of your principals, managers or professionals, related by blood or marriage to any City employee who has any significant role in the subject matter of this service?		X
6.	Are you employed by any other jurisdictions or agencies?		X
* If the answer to any question is yes, please explain in full.			

  
Brian Angus, Executive Director  
Fresno County Economic Opportunities  
Commission

# TARGETED AREA DISTRESSED PROPERTY PROGRAM – TARGET AREA MAP



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

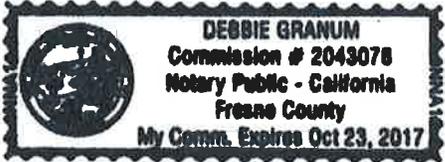
State of California

County of Fresno }

On 04-04-14 before me, Debbie Granum, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Brian Angus  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Debbie Granum  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Partner —  Limited  General  Individual  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

