



AGREEMENT BETWEEN

COUNTY OF SAN MATEO

AND

WEHOPE

TO ASSIST WITH THE PUBLIC FACILITIES PROJECT:
PUBLIC FACILITY IMPROVEMENTS

FOR THE PERIOD

FEBRUARY 1, 2025 THROUGH DECEMBER 31, 2025

Contact Person: Alejandro Segura
Email: asegura@smchousing.org
Phone: 650-382-4897

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WEHOPE

This Agreement (the “Agreement”) is entered into this _____ day of _____, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County”, and WeHOPE, a California nonprofit public benefit corporation, hereinafter called “Subrecipient”. County and Subrecipient may be collectively referred to herein as “Parties” and individually as a “Party”.

WITNESSETH

WHEREAS, Subrecipient applied for funding under County’s Federal Funds Over-the-Counter (“OTC”) process for Federal Community Development Block Grant (CDBG) funds to support its Public Facilities Project, Public Facility Improvements in connection with environmental review for and completion of facility improvements to two congregate shelters located at 1854 & 1836 Bay Road in East Palo Alto as further described in Exhibit A (“the Project”); and

WHEREAS, the County has reviewed and considered Subrecipient’s application for such funding in accordance with CDBG requirements and applicable regulations of the U.S. Department of Housing and Urban Development; and

WHEREAS, on May 3, 2022, the County’s Board of Supervisors approved funding for projects as part of the FY2022/2023 Annual Action Plan for the County’s CDBG, HOME, and ESG funding. However, \$128,566.49 of the approved CDBG funds were not expended; and

WHEREAS, on April 25, 2023, the San Mateo County Board of Supervisors approved funding for projects as part of the new, five-year Consolidated Plan and associated FY2023/2024 Action Plan for the County’s CDBG, HOME, and ESG funding. However, \$9,005.84 of the approved CDBG funds were not expended; and

WHEREAS, on April 23, 2024, 020806, the County’s Board of Supervisors approved the County’s CDBG/ESG/HOME Annual Action Plan for FY2024-25. However, \$287,427.67 of the approved CDBG funds were not expended; and

WHEREAS, it is necessary and desirable that Subrecipient receive CDBG funding assistance to support the Project, which is an eligible use of CDBG funds; and

WHEREAS, the Parties understand and agree that for purposes of this Agreement, Subrecipient is and shall be considered a subrecipient of CDBG funds in accordance with applicable federal regulations and U.S. Department of Housing and Urban Development (HUD) guidelines and subject to such requirements.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by reference:

Exhibit A – Project Description and Requirements

Exhibit B – Disbursement and Rates
Exhibit C – § 504 Compliance
Exhibit D – CDBG Program Requirements

2. Services to be Performed by Subrecipient

In consideration for the funding assistance provided under this Agreement, Subrecipient shall perform the services (hereinafter referred to as the “services” or the “work”) in connection with the Project as described in Exhibit A in accordance with the terms and conditions of this Agreement.

3. Disbursements

Subject to Subrecipient's satisfactory performance of the terms and conditions set forth in this Agreement, the County shall disburse an amount not to exceed FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (**\$425,000.00**) in CDBG funds to Subrecipient in accordance with the rates, schedule and reimbursement requirements specified in Exhibit B. County reserves the right to withhold disbursements if County determines that Subrecipient's performance is unacceptable, non-compliant or documentation evidencing performance is insufficient. Subrecipient agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out the Project.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **February 1, 2025, through December 31, 2025**. The term of the Agreement may be extended by the written agreement of the Parties.

County may terminate this Agreement for cause after giving Subrecipient written notice of any breach or default under this Agreement and after the expiration of 30 days from the date of such notice to cure said breach or default, if Subrecipient fails to cure said breach or default to the satisfaction of County, in County's sole discretion; provided, however, if the breach or default is curable but not of the nature which can be readily cured within 30 days, and Subrecipient has commenced to cure such breach or default within the 30 day period and is diligently pursuing such cure to completion, Subrecipient shall have such additional period of time as is reasonably necessary to cure the breach or default. Following expiration of applicable notice and cure periods set forth above, County may pursue all rights and remedies available under this Agreement.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver will not be deemed a waiver of all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition the same on payment by Subrecipient of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

This Agreement may be terminated by the County for convenience upon thirty (30) days' advance written notice setting forth the reasons for such termination. In event of such termination and subject to availability of funds, Subrecipient shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

5. Availability of Funds

The County's obligation to disburse funds under this Agreement is contingent on and limited to the availability of such funds from HUD. If such funds are not forthcoming from HUD or are

otherwise limited for any reason, the County shall not have any obligation to fund the work or services through any other source of funds. Therefore, notwithstanding any other provisions in this Agreement, if such funding and/or appropriations or allocations are not forthcoming, or are otherwise limited, the County may immediately terminate or modify this Agreement without a requirement of good cause and without penalty. Such termination shall be effective by delivering to Subrecipient a written notice of termination specifying the termination date.

6. Relationship of Parties/Subrecipient

- a. Notwithstanding any publicity or other references to the County, Subrecipient agree and understand that any activities funded by or work/services performed under this Agreement are performed as an independent contractor and not as an employee or joint venturer of the County and that neither Subrecipient nor its employees, agents, representatives, contractors or subsidiaries acquire any of the rights, privileges, powers, or advantages of County employees. Subrecipient acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties. This Agreement is entered into for the sole benefit of the Parties and is not for the benefit of, nor may any provision hereof, be enforced by any other person or entity; thus nothing contained herein or in the Parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement.
- b. The Parties understand that the funds provided by the County under this Agreement are a subaward of CDBG Funds and that is a subrecipient of such funds. This means that if Subrecipient expends more than \$750,000 in Federal awards during the fiscal year, Subrecipient agrees to submit to audit under the Single Audit Act and its implementing regulations at 2 CFR Part 200, Subpart F. This is not a research and development award.
- c. Because Subrecipient is receiving a subaward of CDBG funds, the County must take steps to ensure that Subrecipient meets the audit requirements and uses the CDBG Funds in accordance with applicable laws, regulations, and award terms and conditions. Subrecipient agrees upon request to promptly (i) identify in writing to the County any federal awards/subawards it has received within the past three years and amounts thereof; (ii) provide the County with a copy of any audit reports, including Single Audit reports, within the past three years; (iii) identify its respective current management personnel and systems; and (iv) identify any approved federally recognized indirect cost rate negotiated with the Federal Government. Unless an approved federally recognized indirect cost rate applies, the de minimis indirect cost rate (15%) shall apply to the subaward.
- d. Subrecipient agrees to cooperate and assist with effective subrecipient monitoring by the County to ensure compliance with all terms and conditions of the CDBG program and its implementing rules, regulations, reporting, and recordkeeping requirements, including, without limitation, by making itself available for and cooperating with audits and on-site reviews and timely completing applicable close-out requirements.

7. General Hold Harmless

Subrecipient shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Subrecipient under this Agreement, or disbursements made pursuant to this Agreement brought for, or on account of, any of the following:

- A) Injuries to or death of any person, including Subrecipient or its employees/officers/agents;
- B) Damage to any property of any kind whatsoever and to whomsoever belonging;
- C) Any sanctions, penalties, or claims of damages resulting from Subrecipient's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- D) Any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Subrecipient's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Subrecipient to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Subrecipient shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Subrecipient under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent will give County the right to automatically and immediately terminate this Agreement.

9. Insurance

a. General Requirements

Subrecipient shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Subrecipient shall use diligence to obtain such insurance and to obtain such approval. Subrecipient shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Subrecipient's coverage to include the contractual liability assumed by Subrecipient pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy for reasons other than non-payment of premium, and 10 days' notice of cancellation of the policy for non-payment of premium.

b. Workers' Compensation and Employer's Liability Insurance

Subrecipient shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Subrecipient certifies, as required by Section 1861 of the California Labor Code that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Subrecipient shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Subrecipient and all of its employees/officers/agents while performing work covered by this Agreement from any and all

claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Subrecipient's operations under this Agreement, whether such operations be by Subrecipient, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- i. Comprehensive General Liability \$1,000,000
- ii. Motor Vehicle Liability Insurance \$1,000,000
- iii. Professional Liability. \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that:

- A) The insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and
- B) If County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further disbursement of funding pursuant to this Agreement until the breach is cured.

10. Compliance With Laws; Payments of Permits / Licenses

All services to be performed by Subrecipient pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Subrecipient certifies that Subrecipient and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Subrecipient will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A) *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race,

color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

- B) *Equal employment opportunity.* Subrecipient shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Subrecipient's equal employment policies shall be made available to County upon request.
- C) *Section 504 of the Rehabilitation Act of 1973.* Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to Subrecipients who are providing services to members of the public under this Agreement.
- D) *Compliance with County's Equal Benefits Ordinance.* Subrecipient shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the employee is of the same or opposite sex as the employee.
- E) *Discrimination Against Individuals with Disabilities.* Subrecipient shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth herein.
- F) *History of Discrimination.* Subrecipient certifies that no finding of discrimination has been issued in the past 365 days against Subrecipient by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Subrecipient within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Subrecipient shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.
- G) *Reporting; Violation of Non-discrimination Provisions.* Subrecipient shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified Subrecipient that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Subrecipient shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Subrecipient to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of Subrecipient from bidding on or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due under this Agreement or any other agreement between Subrecipient and County.

12. Compliance with County Employee Jury Service Ordinance

For all agreements with a total contract amount exceeding \$200,000 inclusive of amendments, Subrecipient shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a Subrecipient shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from Subrecipient, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Subrecipient or that Subrecipient may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Subrecipient certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Subrecipient has no employees in San Mateo County, it is sufficient for Subrecipient to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Subrecipient certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Subrecipient shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

- A) Subrecipient shall maintain all required records for five (5) years after County makes final payment and all other pending matters are closed, and Subrecipient shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.
- B) Reporting and Record-Keeping: Subrecipient shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.
- C) Subrecipient agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Lobbying Prohibited

Federal funds will not be used by Subrecipient for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government. Federal funds will not be used by Subrecipient to lobby or 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 award of any Federal contract.

15. Influencing Prohibited

- A) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient to any person for influencing or attempting to influence 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 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, Subrecipient will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions; and
- C) The language of Sections 15A and 15B will 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.

16. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole agreement of the Parties pertaining to the subject matter hereof and correctly states the rights, duties, and obligations of each Party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreements, promises, negotiations, or representations between the Parties, oral or written, express or implied, are hereby superseded. All subsequent modifications or amendments shall be in writing and signed by the Parties.

17. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the Parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, including any request for a required approval, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both:

- A) Transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and
- B) Sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Subrecipient, to:
Raymond Hodges, Director Department of Housing County of San Mateo 264 Harbor Blvd., Bldg. A Belmont, CA 94002 Telephone: (650) 802-3389 Facsimile: (650) 802-5049 Email: rhodges@smhousing.org	Pastor Paul Bains President and Founder WeHOPE 1854 Bay Road East Palo Alto, CA 94303 Direct Line: (650) 207-1998 Office Line: (650) 779-5045 Email: pbains7@wehope.org

Either Party may, by written notice to the other as set forth herein, change its contact information for notices and communication.

19. Drug Free Workplace

Subrecipient agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, *et seq.*), as amended, and to cooperate in providing the County with documentation to substantiate compliance with its requirements.

20. Electronic Signature

The Parties wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any Party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

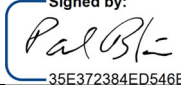
IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Raymond Hodges, Director, Department of
Housing

Date: _____

SUBRECIPIENT:
WeHOPE

Signed by:

35E372384ED546B...

Subrecipient's Signature

Print Name: Pastor Paul Bains

Print Title: President/ Founder

Date: 2/27/2025

Exhibit A

Project Description and Requirements

1. Description of Services to be Performed by Subrecipient

Subrecipient's two congregant shelters provide emergency shelter, nutritious meals, laundry services, showers, comprehensive case management, life skills classes, job training, and employment opportunities to persons experiencing homelessness in San Mateo County.

The Project funded by this Agreement encompasses two phases. In Phase 1, Subrecipient shall conduct and complete an Environmental Review (ER) required pursuant to 24 CFR Part 58 and/or the National Environmental Protection Act (NEPA) and obtain approval of a Request for Release of Funds or equivalent from the U.S. Department of Housing and Urban Development (HUD) for the specified facility improvements to the congregant shelters. For Phase 2, subject to and conditional upon Subrecipient's satisfactory completion of the ER, Subrecipient will use the remaining CDBG funding provided pursuant to this Agreement to make specified facility improvements to its two congregate shelters located at 1854 & 1836 Bay Road in East Palo Alto (Phase 2). Collectively, Phase 1 and Phase 2 constitute the Project.

Total Clients to be served: 383

A. Phase 1 - Environment Review (6-12 Weeks)

Scope of work:

- Subrecipient will conduct an ER for the Project, and complete such ER within not later than 12 weeks after the Effective Date.

Objectives:

- To meet federal funding compliance and determine whether the facility improvements to be undertaken in connection with the Project meets Federal, State, and local environment standards and, to ensure that the proposed Project does not negatively impact the surrounding environment or cause any adverse environmental effects by determining any environmental impacts of the Project on the physical and built environment.

B. Phase 2 – Facility Improvements (2-3 Months)

Scope of work:

- Replacement of roof for both congregant shelter properties.
- Paving and striping parking lot for both congregant shelter properties.

Objectives:

- To enable Subrecipient to increase the quality of services provided to clients through rehabilitation of public facilities and improvements.

2. National Objective

Subrecipient certifies that the Project will meet the following national objective for CDBG-assisted activity required under 24 CFR 570.200 and 24 CFR 570.208:

- ✓ LMC (low and/or moderate-income household clientele)

3. Income Verification

Subrecipient shall confirm the income verification method utilized to determine that individuals benefitted by the Project qualify as low- to moderate-income by means of required documentation in advance of offering assistance. The only exceptions to this requirement are circumstances meriting self-certification or presumed benefit. The type of income verification Subrecipient shall use is:

✓ Presumed Benefit

Type: *Homeless individuals residing in San Mateo County*

How Verified: *Completion of self-certification document or Coordinated Entry System referral.*

4. Construction-Triggered Requirements

Construction work on the Project will comply with federal Section 504 requirements for persons with physical and sensory accessibility needs, and applicable federal prevailing wage requirements under Davis-Bacon, described herein, Section 3 local low income hiring goals, in addition to all other applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter that govern the construction. As applicable, Subrecipient will comply with federal relocation requirements referenced in Section 7 of this Exhibit A. Subrecipient shall submit for County's review and approval 's relocation plan prior to undertaking any relocation of Project occupants. **Exhibit D** to this Agreement further describes CDBG program requirements, including in relation to any construction undertaken in connection with the Project.

5. Use of Funds

Funds provided under this Agreement will be used to reimburse Subrecipient for CDBG program-eligible costs incurred in connection with the Project. Prior to incurring eligible costs, Subrecipient must have first provided County with an itemization of estimated eligible costs for the Project (the "Project Budget") as set forth in Exhibit B which is subject to the County's review and approval. Subrecipient agrees to notify County in writing of any proposed revisions to the Project Budget that modify the approved estimated costs by more than 10% +/- or that constitute a substantial change in the scope of work (as determined by the County in its reasonable discretion), which revisions shall be subject to County review and approval.

Prior to Subrecipient's first draw request/request for reimbursement and at each subsequent funding draw request Subrecipient shall provide the County with an updated performance schedule, including milestones, for use of funds, including tasks to be performed, and a timeline for completing tasks within the overall Project Budget and Agreement term.

6. NEPA Environment Review

Prior to disbursement of CDBG (and/or, if applicable, HOME) funds for Phase 2 of the Project under this Agreement, a HUD-required environmental review (ER) under the National Environmental Protection Act (NEPA) will be undertaken to determine any environmental impacts of Phase 2 of the Project on the physical and built environment. The County's non-staff costs, if any, to prepare the ER will be deducted from the proceeds of funding provided to Subrecipient under this Agreement. **In no case will funds be disbursed to Subrecipient for the Project until the ER has been completed to the satisfaction of the County and/or HUD.**

7. Conditional Commitment of Funds

Should the NEPA process not be completed prior to execution of this Agreement, notwithstanding any provision of this Agreement to the contrary, the Parties agree and acknowledge that this Agreement does not constitute a commitment of funds to the Project or site approval, and that any such commitment of funds or site approval may occur only after satisfactory completion of ER and receipt by the County of a release of funds from HUD. The Parties further agree that the provision of any funds to the Project is conditioned on the County's absolute right to proceed with, modify or cancel the Project based on the results of the ER or a subsequent ER, as required. Prior to the environmental clearance, Subrecipient shall not undertake any physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion,

repair or construction. Violation of this provision may result in the denial of any funds under the Agreement.

8. Displacement, Relocation, and Acquisition

In accordance with Exhibit D regarding Relocation Assistance and Real Property Acquisition Policies Act of 1970, and, as applicable, CDBG regulations at 24 CFR 570.606, Subrecipient shall take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the Project. As applicable, Subrecipient shall be responsible for meeting compliance with requirements of the aforementioned regulations and shall include relocation costs in the Project budget to determine total Project costs.

9. Performance Schedule and Quarterly Performance Reporting

Prior to the first draw request/request for reimbursement and at each subsequent funding draw request, Subrecipient shall provide the County with a performance schedule for the Project, including milestones for use of such funds and tasks to be performed, and a timeline for completing such tasks within the overall Project Budget, and shall provide timely updated performance schedules reflecting any changes as they become known. During the term of this Agreement, Subrecipient shall submit to the County a performance report within 15 days of the end of each quarter (the "Quarterly Performance Report"). Quarterly Performance Report must be in the form of a narrative description of all activities performed in relation to the Project, including all pre-development activities. The Quarterly Performance Report must include any updates to the performance schedule, including a schedule for completing milestones and/or tasks, and indicate the status and progress of the Project. Subrecipient must document any changes from the performance schedule submitted with the most recent reimbursement request. Subrecipient shall provide Quarterly Performance Reports to the County during the course of the Project until Project Completion (i.e., the date that a Completed Building Permit, Notice of Completion, or such other document evidencing completion of the Project funded by this Agreement that is acceptable to the County is issued for the Project), even if all of the funds provided under this Agreement have been expended. This report requirement is supplemental to any information submitted with requests for reimbursement.

Quarterly Performance Report Due Dates Table

Reporting Period		Report Due Date
Q1	February 2025	April 15, 2025
	March	
Q2	April	<u>July 8</u>
	May	
	June	
Q3	July	October 15
	August	
	September	

Q4	October	January 15, 2026
	November	
	December	

10. Project Completion Reporting

Upon completion of the Project, Subrecipient shall provide reports in a format and with such information as directed by the County. Project Completion reports may include but are not limited to: a Project Completion audit or other audit required under tax credit requirements or other affordable funder performed by an independent certified public accountant identifying the sources and uses of all Project funds; Project financial completion report (as to sources and uses of funding), which shows the total of all funds expended for the Project. Should Project financing involve tax credits or other financing requiring the preparation of a final Project cost audit (“Cost Audit”), Subrecipient shall provide a copy of such audit to the County within the same timeframe prescribed by the funding source requiring such audit.

11. Timeliness

If Subrecipient’s Quarterly Performance Report is not submitted, and complete with required supporting documentation, by the due date, County will withhold payment on all federal claims until all reports are current. If Subrecipient fails to submit requests for reimbursement in alignment with the Invoice Due Dates table in Exhibit B, Section 2(f) and to incur eligible costs within the term of the Agreement, the County may elect in its discretion to consider such funding forfeited by Subrecipient and to reallocate such funding to another CDBG-eligible project.

12. Monitoring

Periodically during the term of the Agreement, as required by the County and/or in accordance with HUD requirements, the County may review and undertake monitoring of Subrecipient’s records and premises to ensure compliance with this Agreement, program compliance and HUD requirements for affordability and other standards. Subrecipient will provide the County with all information and access necessary for the County to monitor the Project and review records.

The County’s review may include documents relevant to the financial condition of Project to ensure long-term viability. Monitoring visits will consist of at least onsite inspections of selected units/common areas and resident files. Subrecipient shall ensure that all units and files are accessible during the monitoring visit.

13. Contract Number

All correspondence, invoices, payments, and reports must include the County contract number.

14. Repayment

Except as otherwise set forth herein, no repayment of the funds provided under this Agreement shall be required as this Agreement provides a CDBG grant to a public facility.

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**Exhibit B
Disbursement and Rates**

1. Project Budget

Agency: Department of Housing		
Funding: CDBG		
FY 24-25		
Line Item	Budget	Requested
Phase 1 Expense		
Environmental Review Report	\$ -	\$ 12,729.69
Total Phase 1 Expense	\$ -	\$ 12,729.69
Phase 2 Expenses		
Roof Replacement 1836 &1854 Bay Rd.	\$ -	\$ 330,000
Driveway/Parking Replacement	\$ -	\$ 82,000
Total Phase 2 Expenses	\$ -	\$ 412,000
Subtotal Upgrades Expense	\$ -	\$ 424,729.69
Admin Expense		
Indirect Cost Rate 10%	\$ -	\$ 42,472.90
Subtotal Admin Expense	\$ -	\$ 42,472.90
Total Expenses	\$ -	\$ 467,202.59
Total Awarded	\$ -	\$ 425,000.00

2. Amount and Method of Disbursement

- a. Funding provided in this Agreement is to be used by County to reimburse Subrecipient for eligible costs actually, reasonably and necessarily incurred for performing program service activities and program delivery costs enumerated in the budget provided in Exhibit B, Section 1. "Program Delivery Administration" costs may be reimbursed at up to the 15% de minimis rate of Subrecipient's modified total direct costs, or in accordance with a negotiated federal rate, if applicable. Subrecipient shall not receive an advance or be reimbursed for expenditures incurred prior to the term of this Agreement. Subrecipient shall not be reimbursed for expenditures incurred after the expiration date of this Agreement.
- b. In consideration of the services described in Exhibit A and subject to Subrecipient's compliance with the terms of the Agreement, County shall reimburse Subrecipient in accordance with the procedures set forth herein.
- c. Subrecipient shall enter billing data and invoices into the City Data Services (CDS) web-based system for purposes of obtaining reimbursement under the Agreement. Upon receipt, review and approval of invoices and sufficient supporting documentation, County will reimburse Subrecipient for actual costs reasonably and necessarily incurred for services rendered/incurred and consistent with the budget described in this Exhibit. By submitting

reimbursement requests, Subrecipient certifies that the costs for which reimbursement is sought are eligible costs actually, reasonably and necessarily incurred for the Project.

Subrecipient must further certify to the County whenever applying for funds, requesting payment, and submitting financial reports as follows:

“I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”

- d. When using the CDS system for reimbursement, Subrecipient shall submit all supporting invoice documentation substantiating the costs and basis for the reimbursement request into the online system. County reserves the right to request hard copies of invoice documentation or a summary of documentation plus scanned/emailed support materials as a condition of County review and approval. In all cases, Subrecipient shall make documentation records available for County review upon request.
- e. In no event shall County reimburse Subrecipient for any payments exceeding the total amount stated in Section 3 (Disbursements) of this Agreement. Subrecipient’s requests for reimbursement through CDS must be from an authorized representative of Subrecipient. By submitting a request for reimbursement, Subrecipient certifies that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper, and that all funds to be expended are for eligible costs actually, reasonably and necessarily incurred for the Project as described in Exhibit A. County reserves the right to verify the accuracy and completeness of such certification prior to or after reimbursement. Subrecipient agrees to cooperate with County to provide supporting documentation for costs incurred and reimbursement requests.
- f. Subrecipient’s invoices shall be due to the County in accordance with the following schedule. The County shall have no obligation to process or reimburse in response to any request by Subrecipient for reimbursement that is submitted more than 30 days after the expiration of the term of this Agreement.

Invoice Due Dates

Reporting Period		Invoice Due Date
Q1	February 2025	April 15, 2025
	March	
	April	
Q2	May	July 8
	June	
	July	
	July	October 15

Q3	August	
	September	
Q4	October	
	November	
	December	
		January 15, 2026

3. Objectionable Reimbursement Request

In the event the County objects to a reimbursement request, the County will state in writing the specific nature of its objections. If applicable, County will also specify any actions or changes that are necessary to make the request eligible for reimbursement. If applicable, Subrecipient shall respond to County within 15 days of receipt of such objections. The Parties shall meet to discuss such objections at the request of either Party. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved to the County’s satisfaction in its reasonable discretion.

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Exhibit C
§ 504 Compliance

ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called "Subrecipient(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulations, and all guidelines and interpretations issued pursuant thereto.

Subrecipient(s) gives/give this assurance in consideration of the purpose of obtaining contracts after the date of this assurance. Subrecipient(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on Subrecipient(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of Subrecipient(s).

Subrecipient(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. § 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Pastor Paul Bains

Name of Subrecipient(s):

WeHOPE

Street Address or P.O. Box:

1854 Bay Road

City, State, Zip Code:

East Palo Alto, CA 94303

I certify that the above information is complete and correct to the best of my knowledge.

Signature:

Signed by:



35E372384ED546B

Title of Authorized Official:

President and Founder

Date: 2/27/2025

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the disabled person to other providers of those services that are accessible."

Exhibit D
CDBG Program Requirements (24 CFR Part 570 §570.503)

This Agreement and the Project are subject to the following CDBG Program requirements, as set forth herein.

I. STATEMENT OF WORK §570.503 (b)(1)

See Exhibit A.

II. RECORDS AND REPORTS §570.503 (b)(2)

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after completion of all services rendered under this Agreement.

III. PROGRAM INCOME §570.503 (b)(3)

If specifically authorized in this Agreement, Subrecipient may retain CDBG program income. In all cases, CDBG program income must be used for CDBG eligible activities. Program income is defined at **24 CFR §570.500** as gross income that is directly generated from the use of CDBG funds. Program income includes, but is not limited to: proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; proceeds from the disposition of equipment purchased with CDBG funds; gross income from the use or rental of real or personal property acquired with CDBG funds, less costs incidental to generation of the income; and gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of income. For activities funded with CDBG funds, Subrecipient shall comply with CDBG program income requirements at **24 CFR §§570.503-504**. Unless specifically designated otherwise by County herein, any program income on hand at the Agreement's expiration and any accounts receivable attributable to the CDBG funds, or received after the Agreement's expiration, will be transferred to County.

A. This program will not generate program income as defined in 570.504(c).

IV. UNIFORM ADMINISTRATIVE REQUIREMENTS §570.503 (b)(4)

A. Subrecipient, if a governmental entity or public agency, shall comply with the requirements and standards of **2 CFR, Subtitle A, Chapter II, Part 200**, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as set forth in **24 CFR §570.502 (a)**.

B. Subrecipient, if a non-profit organization, shall comply with the requirements and standards of **2 CFR, Subtitle A, Chapter II, Part 230**, "Cost Principles for Non-Profit Organizations", OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in **24 CFR §570.502 (a)**.

V. OTHER PROGRAM REQUIREMENTS §570.503 (b)(5)

Subrecipient, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in **24 CFR §§570.600-615**:

- A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin. **§570.601 (a)(1)**
- B. Public Law 90-284, Fair Housing Act (42 U.S.C. §§3601- 20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin, disability or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.) **§570.601 (a)(2)**
- C. Section 109 of the Housing and Community Development Act, which prohibits discrimination on the basis of race, color, national origin, disability, age, religion, and sex within CDBG programs or activities. **§570.602**
- D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified disabled persons in the provision of programs, facilities and employment supported by Federal funds. **§570.602**

In the case of multifamily rental housing, projects of 5 or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving 5 or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed: a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities shall be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible if doing so would impose undue financial and administrative burdens on the operation of the recipient program or activity.

(However, State law will prevail if State accessibility requirements are stricter than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

- E. Davis-Bacon Act, 40 U.S.C. Section 3141 et seq, which requires that all laborers and mechanics employed by Subrecipient(s) or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor. **§570.603**
- F. Contract Work Hours and Safety Standards Act, which must be included in all construction contracts that exceed \$2,000 and in all other contracts involving the employment of mechanics or laborers that exceed \$2,500. The provision requires compliance with Section 3702 of the Contract Work Hours and Safety Standards Act (Title 40, Subtitle II, Part A, Chapter 37) as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Contract Work Hours and Safety Standards Act requires Subrecipients to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 3704 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **§570.603**
- G. Environmental Standards – NA. **§570.604**
- H. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program. **§570.605**
- I. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds. **§570.606**
- J. Executive Order 11246, as amended, Equal Employment and Contracting Opportunities, which provides 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 federally assisted construction contracts. **§570.607(a)**
- K. Housing and Urban Development Act of 1968, Section 3 (**24 CFR 135.38**), which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low- and moderate-income persons residing within the Metropolitan Statistical Area (MSA) in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same MSA as the project. For all construction and rehab projects receiving \$100,000 or more of CDBG or HOME financial assistance, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in the MSA. Section 3 Residents are defined as: 1) residents of public housing; or 2) low and very-low income persons living in the MSA. Section 3 Businesses are defined as businesses: 1) that are at least 51% owned by Section 3 Residents; 2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years

of the date of first employment with the business concern were Section 3 residents; or 3) that provide evidence of a commitment to subcontract to Section 3 business concerns in excess of 25% of the dollar award of all subcontracts awarded. Subrecipient must maintain appropriate documentation of its efforts to comply with Section 3 requirements. **§570.607 (b)**

- L. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance. **§570.608**
- M. As per 2 CFR Part 2424, which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Subrecipients and subcontractors of Subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Section 4 of this Agreement. The aforementioned List can be found on the Web at www.sam.gov. **§570.609**
- N. Uniform Administrative Requirements and Cost Principles – See Section IV: Uniform Administrative Requirements above **§570.610**.
- O. Conflict of Interest - No members, officers, or employees or agents of County, no member of the County Board of Supervisors, and no other public official who exercises any function or responsibility with respect to this Program during their tenure, or for one year thereafter, shall have any financial interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

During their tenure, and for one year thereafter, no member, officer, board member or employee or agent of Subrecipient who exercises any function or responsibility with respect to Subrecipient's performance hereunder, shall have any personal financial interest, direct or indirect, in any real property or improvements receiving a direct benefit from the Program. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

Subrecipient shall not contract with any third party or subcontractor that will cause a violation of the preceding paragraph. Subrecipient shall incorporate the above provision into all contracts awarded in connection with this Agreement. **§570.611**

- P. Executive Order 12372 – NA **§570.612**
- Q. Build America, Buy America
The County and the Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act **41 USC 8301** note, and all applicable rules and notices, as may be amended, if applicable to any infrastructure projects. Pursuant to HUD's Notice, "*Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance*" (88 FR 178001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

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

VI. BREACH OF AGREEMENT §570.503 (b)(6)

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Subrecipient for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD.

VII. AGREEMENT TERMINATION §570.503 (b)(6)

In the event Subrecipient is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

VIII. REVERSION OF ASSETS §570.503 (b)(7)

The subrecipient shall transfer to the recipient 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 is either:

- A. Used to meet one of the national objectives in §570.208 until five years after expiration of the agreement, or longer for such longer period of time as determined to be appropriate by the recipient; or
- B. If funds are not used to meet one of the national objectives as outlined above, Subrecipient shall pay to the recipient 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 the recipient. (No payment is required after the period of time specified in Section VIII (A)).

IX. ASSISTANCE LISTING NUMBER

The Assistance Listing Number for the entitlement programs to which this applies is as follows:
Community Development Block Grant (CDBG): 14.218.