



Notice of Funding Availability (NOFA)

PY26 Community Development Block Grant (CDBG)

Public Services

FOR THE

**Housing Department
City of Pasadena**

All responses to this Notice of Funding Availability (NOFA) accepted by the City of Pasadena (City) shall become the exclusive property of the City. At such time as the City Manager recommends a sub-recipient to the City Council, and such recommendation, with any recommended agreement appears on the Council agenda, all applications accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each application which are defined by the sub-recipient as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of application which a sub-recipient desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

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City of Pasadena

**NOTICE OF FUNDING AVAILABILITY (NOFA)
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

A. ANNOUNCEMENT

AWARDING AGENCY:

City of Pasadena

FUNDING AVAILABILITY TITLE:

Community Development Block Grant

CATALOG OF FEDERAL FINANCIAL ASSISTANCE (CFDA) NUMBER:

14.218

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN):

B-26-MC-06-0525

KEY DATES:

- NOFA Released on November 12, 2025
- Mandatory workshops to be held December 2025
- Last day of one-on-one technical assistance January 18, 2026
- Online Application due February 2, 2026
- Evaluations conducted by March 2026
- Recommendation from Human Service Commission April 2026
- City Council Public Hearing May 2026
- Program years starts July 1, 2026

B. PROGRAM DESCRIPTION

Background

This section provides a general overview of the application process and applicable requirements and is for information purposes only. It is not intended to be a full disclosure of all applicable federal, state and/or local rules, regulations, procedures and/or reporting requirements.

The City of Pasadena is a grantee of the Community Development Block Grant (CDBG) program. The CDBG program is funded and regulated by the U.S. Department of Housing and Urban Development (HUD) and authorized under Title 1 of the Housing and Community Development Act of 1974. Regulations for the programmatic administration of the CDBG program can be found under 24 Code of

Regulations (CFR) Part 570. CDBG is also subject to uniform administrative requirements found under 2 CFR Part 200. The CDBG program provides grants on a formula basis to entitled cities and counties with the statutory primary objective of developing viable urban communities, principally for low to moderate income persons (LMI)¹. Since 1974, the CDBG program has provided a flexible source of annual funding to communities nationwide. The program offers local governments, along with citizen participation, the opportunity to fund certain projects, programs and/or public services provided that they must meet one of the three national objectives:

1. Benefit Low/Moderate-Income (LMI) persons, OR
2. Prevent or eliminate slums and blight, OR
3. Meet an urgent need

Every project proposed for CDBG funding should contribute to one of the following priorities:

1. Expand the number of affordable rental units available to low- and moderate-income households.
2. Increase homeownership opportunities for low- and moderate-income households.
3. Provide services to low-income individuals/families or special needs groups.
4. Create or retain employment.
5. Improve facility access, energy efficiency, or the structure of a facility that houses a public use.
6. Improve existing or support future community development.

C. FEDERAL AWARD INFORMATION

Through this NOFA, \$300,000 will be made available for PUBLIC SERVICE programming, pending continued funding from HUD through the U.S. Congress. For this NOFA, a public service is an activity that provides social services to low and moderate-income individuals and/or households. It is anticipated that 4-7 grant awards will be made through this announcement. On average, the City has granted \$45,000 per public service award. Applications may be submitted for the expansion of an existing CDBG project or for a brand-new project. The award for public services will cover program year (PY) 2026 from July 1, 2026, to June 30, 2027, with an option to extend for one year with City written approval.

D. ELIGIBILITY INFORMATION

¹ Refer to Attachment B for Income Limits published by HUD.

Eligible Applicants

This NOFA is open to public or private non-profit organizations, City of Pasadena departments, and educational institutions only. Faith-based organizations are allowed to compete for CDBG funds on the same basis as other non-profits. However, funds cannot be used to support worship, religious instruction, or proselytization. Faith-based organizations that participate in the CDBG program shall not discriminate against a program beneficiary based on religion or religious belief.

Grants will be awarded through a reimbursable agreement². Agencies are strongly discouraged from applying for funds unless they have sufficient capital to implement the proposed activity. There are no requirements for cost sharing, matching or cost participation. Agencies that wish to apply for funding must have agency staff attend one (1) CDBG Workshop session. Agencies must apply by the deadline in order to be considered for PY2026 CDBG funding. Applicants that do not meet the requirements described above may be disqualified without review.

Eligible Projects

Eligible activities may include:

- Senior services, legal services, youth services, substance abuse services, crime awareness and prevention, childcare services, food banks, employment training, mental health services, neighborhood cleanups, housing counseling, domestic violence services, and fair housing services.

Applicants should consider the following regarding their CDBG project:

- 1) Partial awards may be offered depending on funding availability.
- 2) Application submission must include required documentation listed under Section E.
- 3) Unexpended funds are subject to reprogramming (reallocated to other projects) by the City Council.
- 4) Indirect project delivery costs are limited to the rate negotiated with cognizant agency.
- 5) Indirect administrative costs are not eligible.
- 6) All non-personnel and capital costs must be procured according to federal or local regulations during the program year prior to purchase.
- 7) Any service contracts existing prior to CDBG award are ineligible for reimbursement, unless there is proof that federal/local procurement requirements were followed.
- 8) Public service projects must provide a new service or expansion of an existing service.

Each proposed CDBG project must:

² Sample CDBG Agreement found in Attachment D

- (a) Demonstrate compliance with one (1) of the National Objectives³; and
- (b) Be an eligible activity consistent with the provisions of CFR Title 24 Part 570⁴, and
- (c) Be located, primarily conducted, or serving the residents living in the City of Pasadena.

Ineligible Activities

- Building(s) for the General Conduct of Government
- General Government Expenses
- Political Activities
- Furnishings & Personal Property
- Income Payments (direct cash payments, stipends)
- Operating and Maintenance Expenses
- Religious Activities
- Equipment (unless affixed to the facility grounds)
- Indirect Administrative Costs

E. PROPOSAL SUBMISSION

Mandatory CDBG Workshop

All applicants are required to have an agency representative attend one (1) CDBG Workshop session listed below. Confirmation of attendance will be based virtual check-in. Sessions are conducted through the Microsoft Teams platform. It is advised that you download the app and test at least 30 minutes prior to the workshop start time. No phone call-ins will be allowed or accepted as attendance to the workshop. The forty-five-minute workshops will start promptly at the times listed. Those who attend the workshop will receive a link to the online application. Failure to attend a workshop will result in application disqualification without review. Applicants must choose one of the following workshop sessions:

MICROSOFT TEAMS
<u>Friday, December 5, 2025, at 10:00 a.m.</u>
<u>Monday, December 8, 2025, at 10:00 a.m.</u>
<u>Thursday, December 11, 2025, at 2:00pm</u>

Please send RSVP for a workshop session to rmabson@cityofpasadena.net. Include the desired date, agency name, and email addresses of attending staff (no limit). Agency staff may also click the dated Microsoft Teams links above to join the sessions at the designated time. Entry into the sessions will not be accepted 15 minutes after

³ [CFR 24 Part 570.208 - National Objectives](#)

⁴ [CFR 24 Part 570 - Eligible Activities](#)

start time. After attending the workshop, appointments for one-on-one technical assistance with the grant application can be requested from the Housing Department at rmabson@cityofpasadena.net. The last day to receive technical assistance is January 28, 2026.

Form of Application Submission

An application link will only be provided to agency representatives who attend one of the mandatory CDBG Workshops. Applications may not be hand-delivered or sent via US mail. Only online submittals will be accepted.

Please note that any premature commitment or expenditure of funds for proposed activities is prohibited. Project expenses incurred or commissioned prior to the project start date identified in the executed CDBG Agreement with the City of Pasadena are not eligible for CDBG reimbursement.

Documentation Requirements

The following is a list of documentation must be uploaded to the CDBG Application Portal. Proposals that fail to include required* documentation will be deemed **non-responsive** and will not be evaluated. All forms are available in the CDBG Application Portal and must be used for submission.

- ☐ IRS Form W-9*
- ☐ IRS Non-profit Determination Letter *
- ☐ Authorizing Resolution Form *
- ☐ Proof of Unique Entity ID clearance from www.sam.gov showing unexpired date*
- ☐ CA Secretary of State Certificate (dated after November 12, 2025)* (<https://bizfileonline.sos.ca.gov/search/business>)
- ☐ Transmittal Letter
- ☐ Vendor Questionnaire Form
- ☐ Taxpayer Protection Act Form
- ☐ Non-collusion Affidavit Form
- ☐ Funding History Sheet Form
- ☐ Assurances & Conditions Form
- ☐ Leverage Funding Commitments (If applicable)
- ☐ Agency Statement of Cash Reserves/Credit Reserves
- ☐ Financial Statements
- ☐ Completed Timecard Sample (only required for personnel costs)

Contents of Application Submission (the “Package”)

The Proposal shall include the following elements, with each file identified:

1. Transmittal Letter on Agency Letterhead (maximum two pages)
 - a) Transmittal Letter should include the following:
 - i) Summary of proposed scope of services to be provided; and
 - ii) The agency name, executive director, contact person's name, date organization was formed and number of years in business, agency mailing address, telephone number, agency web address (if applicable), and e-mail address
 - b) Current organizational chart that includes all positions and reporting lines within your agency.
2. Project Application

Submit an online CDBG grant application.
3. Required Documentation

Upload all required documentation listed above.
4. Financial Record

This section shall contain the applicant's financial reports and statements.

 - a) Agencies with expenditures that exceed \$1,000,000 in federal dollars or have a gross annual revenue of more than \$2 million shall provide a copy of the Independent Auditor's Report summary for the most recently completed fiscal year.

Agencies with annual expenditures under \$1,000,000 or no independent audit may instead submit:

 - A balance sheet from the past 12 months; and
 - Income statements for the past four (4) quarters; and
 - Cash flow statements for the past four (4) quarters.
 - b) Proof of reserve or credit (e.g., bank statements or line of credit).
5. Supporting Documentation

Commitment letter(s) to confirm leveraged funding (if applicable) and completed sample timecard (only required if reimbursing personnel costs with CDBG) showing worked hours separated by funding source.

Complete a Funding History sheet listing the project name and program year for all City of Pasadena funding the agency has received within the last five (5) years. Any agency that has received funding awards from the City in the last two (2) consecutive program years or has unresolved

monitoring findings will receive -5 points. If the agency has not received funds from the City of Pasadena in the previous five (5) years please indicate on the sheet, do not leave blank.

F. EVALUATION PROCEDURES & CRITERIA

Application Process

City staff will determine which application packages are responsive to meeting this NOFA's documentation requirements. Please note that there will be no opportunity to submit missing documentation after the deadline. Incomplete application packages will be disqualified. Technical portions of responsive proposals will be scored on average and ranked by a review panel consisting of City staff and Human Service Commission members. Applicants may be asked to participate in a conference call interview or site visit. The interview will not alter the selection criteria but will be used to clarify issues in the proposals. **A minimum average score of 70 points is needed for grant award consideration.**

Grant awards are recommended to the highest ranked applications based on availability of funds. The Human Services Commission is the City's advisory board for CDBG public service activities. City staff will present a ranked list to the Human Services Commission to obtain their funding approval recommendation to City Council. The Commission has the authority to make formal recommendations to the City Council regarding project selection. During a public hearing, City staff will present award recommendation to City Council for grant approval. A mandatory CDBG training will be held in June 2026 for all agencies awarded for funding.

Evaluation Criteria

The competitive selection evaluation criteria are as follows:

Criteria		Max Points
1.	Project Description & Scope	25 pts
2.	Service Benefit	30 pts
3.	Outcome	10 pts
4.	Administrative	15 pts
5.	Budget & Cost Narrative	20 pts
6.	Bonus: Priority Project	5 pts
	Total	105 Points

A. PROJECT DESCRIPTION & ACTIVITY SCOPE

1. Provide a detailed description of the proposed project, including general outcomes expected to achieve, and how those outcomes will directly benefit low to moderate income residents.
2. Provide a detailed implementation schedule for the project broken down by quarter. For each quarter include specific project milestones, anticipated activities, and the number of unduplicated clients expected to enroll in the program.

B. SERVICE BENEFIT

3. Describe the target audience for the program. Include specific demographic percentages of race and ethnicity. Explain how the program will outreach to the target audience and retain their participation for the program year.
4. Choose one CDBG national objective for the proposed program.

CDBG NATIONAL OBJECTIVE	REQUIRED DOCUMENTATION	CLIENT ELIGIBILITY CRITERIA
100% Persons Living in CDBG Census Tracts (LMC Nature & Location)	Proof of Residence (i.e., utility bill, state ID, lease, bank statement)	All program participants must live in CDBG Census Tracts
100% Low/Moderate Income Clients (LMC Exclusive)	Proof of Household Income (i.e., tax return, check stub, attendance to Title 1 school)	All program participants must have household incomes below 80% AMI
100% Presumed Groups (Presumed LMC)	Proof of Presumption (depending on category: HMIS certification, state ID)	All program participants must fall into a presumption category
At least 51% Low/Moderate Income Clients (LMC)	Proof of Household Income (i.e., tax return, check stub, attendance to Title 1 school)	At least 51% of program participants must have household incomes below 80% AMI

5. Identify number of unduplicated clients to be served through the proposed project during the program year.

6. Outline the program's client intake process including what documentation is collected to verify eligibility under question #4. Describe systems utilized to track clients throughout the program year.

C. OUTCOME

7. Explain why the proposed program is needed in the Pasadena community. Include documentation links (not older than 5 years old) to local studies and/or local data statistics to support explanation.
8. Provide minimum three program objectives. Describe the metric and method for each. Example:

Objective: Improve high school graduation rates among youth clients

Metric: 90% of enrolled youth will complete 12th grade

Method: School transcripts and case notes verified quarterly

D. ADMINISTRATIVE CAPACITY

9. Summarize agency's background and experience with implementing grant-funded programs in the last five years. Include program summary, funding source, grant award amount, when services were provided, and a contact reference.
10. Describe agency's financial capacity and internal systems. Include information on the accounting system for tracking costs, financial controls, and procurement process.

E. BUDGET AND COST NARRATIVE

11. Provide a breakdown of total costs for personnel, non-personnel, and capital expenses for the Pasadena project only. Identify all funding sources by name. Please note that CDBG is a reimbursement-based program and not a funding source.
12. Describe any funding sources outside the agency's operating budget and the amount to be leveraged with CDBG funds. Leverage refers to other funds committed to support the proposed program during the grant period. Higher leverage (with proof of secured funding) may increase

competitiveness. Leverage is not required, but applicants are encouraged to demonstrate financial readiness.

13. Provide a budget narrative with a detailed explanation of each budget line item. Identify the amount from each source and the amount requested for CDBG reimbursement.

F. BONUS: Priority Project (5 Points)

Proposed projects that properly meet one of the top five priorities will receive 5 bonus points. The priority list can be found in Attachment C of this NOFA.

G. PREVIOUSLY FUNDED (-5 Points)

Agencies that have received funding in both PY24 and PY25 will receive a -5 point deduction to prioritize funding equity. This does not apply to agencies funded in only one of the past two years.

Appeal Process

Each applicant will receive an e-mail notification of their final score. Appeals must be sent within seven (7) days of the e-mail notification. Proposers may submit a one (1) page written request, to the Housing Department, appealing the application evaluation or submission process. No new information may be provided in the appeal letter.

G. GENERAL PROVISIONS AND CONDITIONS

(a) Pre-Contractual Expenses

Pre-contractual expenses are defined as any expense incurred by the proposer in: (1) preparing its proposal in response to this NOFA; (2) submitting that proposal to the City; (3) negotiating with the City any matter related to this NOFA, including a possible contract; or (4) engaging in any other activity prior to the effective award date, if any, of a contract resulting from this NOFA. The City shall not, under any circumstances, be liable for any pre-contractual expenses incurred by the proposer(s), and proposer(s) shall not include any such expense as part of their proposals.

(b) No Commitment to Award

Issuance of this NOFA and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this NOFA, to negotiate with more than one proposer concurrently, or to cancel all or any part of this NOFA.

(c) Authorizing Resolution

Formal proof that the officer signing the grant proposal has authority to bind the corporation.

(d) Withdrawal of Proposal

Any proposer may withdraw its proposal by written request at any time following the submission deadline.

(e) Documents to be Construed Together

The NOFA, the proposal, all documents referred to in the complete specifications and the Contract to be entered into between the proposer and the City, and all modifications of said documents, shall be construed together as one document.

(f) Errors and Omissions

Proposer shall not be allowed to take advantage of any errors in or omissions in the NOFA. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

(g) Joint Offers

Where two (2) or more agencies desire to submit a single proposal in response to this NOFA, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The City intends to contract with a single agency and not multiple agencies doing business as a joint venture.

(h) Reservations

The City reserves the right to reject any and all proposals and any item(s) therein, and to waive any non-conformity of proposals with the NOFA, whether of a technical or substantive nature, as the interest of the City may require.

(i) Notice of Funding Availability (NOFA) is not Contractual

Nothing contained in the NOFA shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for costs incurred by any proposer regarding this NOFA.

(j) Firm Commitment of Availability of Service

Once a proposal is opened, a proposer is expected to maintain an availability of service as set forth in its proposal.

(k) Standard Terms and Conditions

Prior to the award of any work hereunder, City and proposer shall enter into a written Sub-Recipient Agreement or Memorandum of Understanding.

(l) System of Award Management (SAM) Clearance

SAM checks are required to ensure that sub-recipients and contractors are not suspended or debarred from working on federally funded projects. Agencies may register their Unique Entity ID or obtain one at www.sam.gov.

(m) Instructions and Questions

Do not contact any other City employee or official regarding this NOFA. Questions regarding the NOFA should be directed only to the person(s) designated below:

Randy Mabson, Program Coordinator
City of Pasadena, Housing Department
(626) 744-8321
rmabson@cityofpasadena.net

H. CONTRACT TERMS & REQUIREMENTS

Sub-Recipient Agreement

If your proposal is selected and awarded funding, your organization will be required to enter into a sub-recipient agreement with the City of Pasadena, outlining the terms and conditions of the funding. The sub-recipient agreement is a legally binding contract and failure to adhere to its terms and conditions can result in termination and required repayment of the funding award. The following is a list of a few important requirements of the contract:

1. Operating agencies must maintain the following information for federal reporting and monitoring purposes: the name, address, race, ethnicity, and female head of household status for all clients.
2. Operating agencies shall maintain income documentation to ensure program beneficiaries are of low- and moderate-income.
3. Operating agencies must maintain payroll, time and attendance records signed by the employee and approving supervisor regarding all personnel costs. Time distribution records will also be kept by program and shall account for actual worked hours on a daily basis.
4. Retention of records including financial, supporting documents, statistical data, and all other records pertaining to the use of funds provided under the sub-recipient agreement must be maintained for a period of five (5) years.

5. The City will conduct periodic program monitoring reviews which will focus on the extent to which the planned project has been implemented in accordance with federal regulations.
6. All non-personnel costs (goods and services) to be reimbursed by Community Development Block Grant (CDBG) funds are subject to the procurement requirements of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Although local requirements prevail if more stringent. Costs that do not adhere to the General Procurement Standards below will be **disallowed**.

Methods of Procurement	Supporting Documentation Requirements
MICRO-PURCHASE (\$0 - \$10,000) This method allows agencies to make purchases of \$10,000 or less per purchase, without having to solicit bids or quotes from the supplier.	- Agency must document at least one (1) source; and - Select the lowest price
Small Informal Process (\$10,000 - \$74,999) This is relatively simple and informal procurement method for securing services, supplies, or other property that does not cost more than \$75,000.	- Agency must document at least three (3) sources; and - Must select the lowest responsive and responsible bidder
Formal Solicitation (Above \$75,000) A competitive bid or selection process through OpenGov.	- Agency must document an adequate number or qualified sources.; and - Must select the lowest responsive and responsible bidder

I. DEFINITIONS

Accomplishment Indicator

A performance indicator is how a CDBG funded program shows it accomplishments, which depends on the type of project activity. Each activity shall produce a certain number of accomplishments/goals under the designated performance indicator. CDBG project have five (5) different indicators to select from: 1) People Assisted; 2) Businesses; 3) Households; 4) Housing Units; and 5) Jobs Created/Retained.

Client Eligibility

CDBG funds are to be directed towards persons who are considered low to moderate-income according to income limits and household size as published annually by the U.S. Department of Housing & Urban Development (HUD)⁵. To ensure client eligibility, documentation must be collected and maintained.

CDBG Outcomes

The CDBG Program must achieve one (1) of the following project outcomes:

- Availability/Accessibility applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to LMI people, including persons with disabilities. In this category, accessibility does not refer to only physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- Affordability applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household.
- Sustainability applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of LMI or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Environmental Review

The purpose of the environmental review process is to analyze the effect a proposed project will have on the people and the natural environment within a designated project area and the effect the material and social environment may have on a project. Work cannot begin on any project until an environmental review has been completed. Reviews are usually conducted by the City.

Indirect Costs

Costs that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

⁵ Please refer to Attachment B for current income limits published by HUD.

Leveraged Sources

Other sources of funding to be used towards the implementation of the proposed project. To receive credit for leverage funding, a commitment letter must be included in the proposal package. The dated commitment letter should indicate the amount of the commitment, the date in which funds can be expended, and the purpose of the funds.

Low/Moderate Area Benefit (LMA)

The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area (by census tract), where at least 51% of the residents are LMI persons.

Low/Moderate Clientele (LMC)

Activities in this category provide benefits to a specific group of persons rather than everyone in an area. Under this category, 51% of the beneficiaries of an activity have to be LMI persons. In contrast to the area benefit category, it is not the LMI concentration of the service area of the activity that determines whether the activity will qualify or not, but rather the actual number of LMI persons that benefit from the activity.

Presumed Groups

Benefit a clientele who are generally presumed to be principally low and moderate-income persons. Presumed benefit clients are abused children, battered spouses, elderly persons (age 62 years or older), adults meeting the census Bureau's Current Population Reports definition of "severely disabled", homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.

Procurement

When CDBG funds are used to purchase services, supplies, materials, or equipment federal procurement rules apply. Procurement requirements assure that all purchases are handled fairly and in a manner that encourages full and open competition.

Professional Services

Professional services must follow federal procurement when using CDBG funds to pay for that service. In addition, a contractor/service contract must be executed prior to any work provided and must include CDBG federal provisions and conditions.

Qualitative Measures

This type of measurement primarily relies on words as its unit of analysis and its means of understanding.

Quantitative Measures

This type of measurement relies primarily on numbers as the main unit of analysis.

Reimbursable Contract

All CDBG agreements are reimbursable contracts. Agencies must provide supporting documentation of costs incurred, and payment of those costs when submitting reimbursement claims to the City of Pasadena.

Site Control Evidence

In order to perform construction activities, the proposer must provide evidence of site control. This can be provided in the form of a mortgage or property deed that shows ownership of the site or a lease agreement with a term of 5 years or more.

Unit of Service

The amount/type of service received which demonstrate a client benefit in order to be counted towards accomplishment goals.

J. REFERENCES

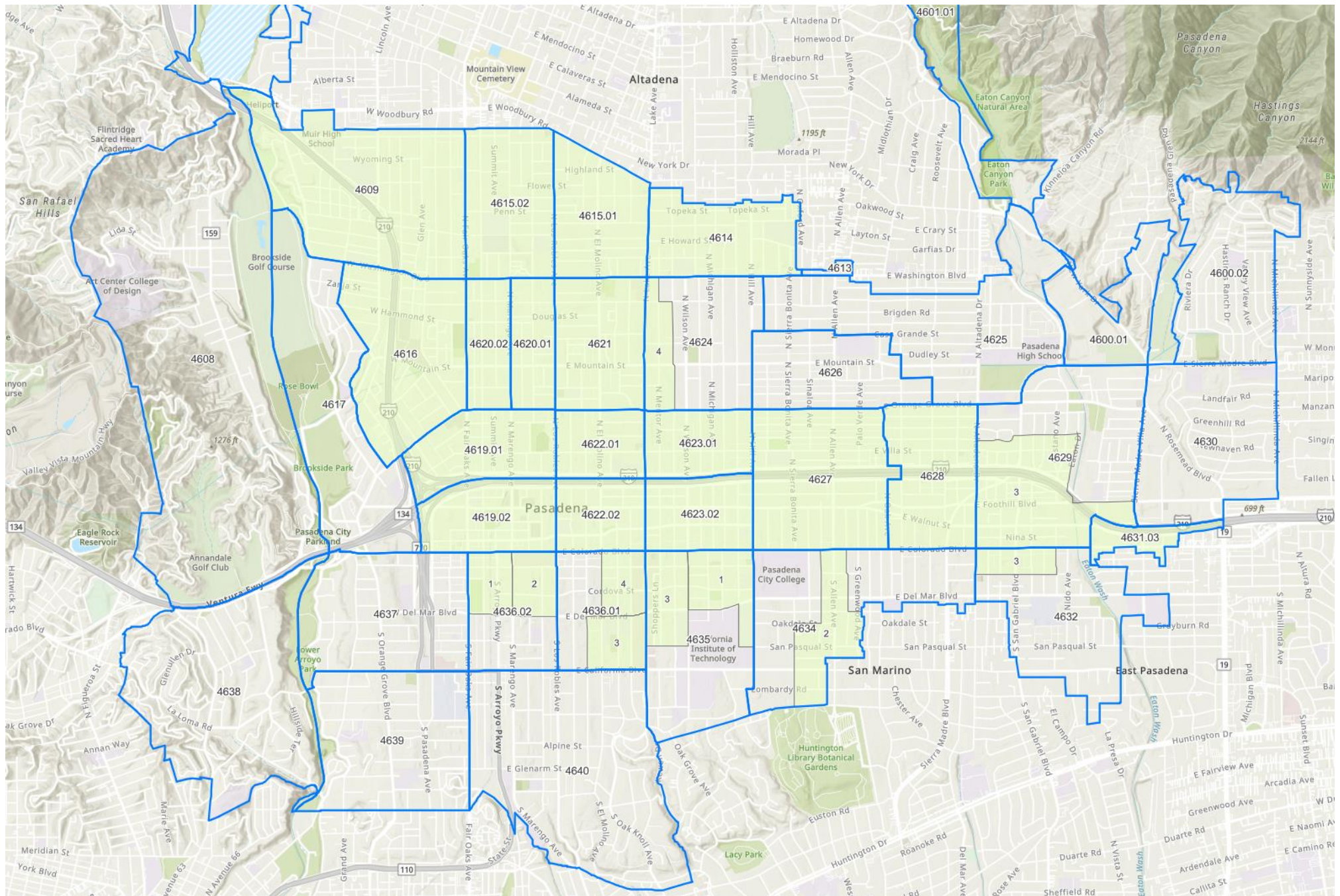
1. [CFR 24 Part 570 – Eligible Activities](#)
2. [CFR 2 Part 200 – Uniform Guidance](#)

ATTACHMENT A

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Income	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Los Angeles County	\$106,600	Extremely Low (30%) Income Limits (\$)	31,850	36,400	40,950	45,450	49,100	52,750	56,400	60,000
		Very Low (50%) Income Limits (\$)	53,000	60,600	68,150	75,750	81,800	87,850	93,900	100,000
		Low (80%) Income Limits (\$)	84,850	96,950	109,050	121,150	130,850	140,550	150,250	159,950

ATTACHMENT B



CDBG Eligible Census Tracts

ATTACHMENT C

The following are the top 5 priorities for each project category that will receive scoring preference as part of the evaluation process throughout the 5-Year (2025-2029) Consolidated Plan.

Public Service	
Project Activity	Rating Average
Mental Health Services	3.52
Health Services	3.51
Youth Services	3.28
Child Care Services	3.26
Transportation Services	3.16

Housing	
Project Activity	Rating Average
Neighborhood Cleanup	3.38
Increase Affordable Rental Housing	3.36
Homeownership Assistance	3.24
Energy Efficiency Improvements	3.23
Permanent Housing for Homeless	3.16

Infrastructure Improvements	
Project Activity	Rating Average
Tree Planting	3.21
Street Improvements	3.17
Water/Sewer Improvements	3.12
Sidewalk Improvements	3.06
Flood Drainage Improvements	3.05

Economic Development	
Project Activity	Rating Average
Store Front Improvements	2.51
Publicly or Privately Owned Commercial/Industrial Rehabilitation	2.30
Commercial/Industrial Improvements	2.29
Micro-Enterprise Assistance	2.14
Technical Assistance to Businesses	2.07

Public Facility Improvements	
Project Activity	Rating Average
Educational Facilities	3.52
Parks & Recreational Facilities	3.41
Fire Stations	3.40
Mental Health Care Facilities	3.34
Libraries	3.32

ATTACHMENT D

**CITY OF PASADENA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE AGREEMENT**

PROJECT TITLE:

AGREEMENT NUMBER:

This Community Development Block Grant Program Reimbursable Agreement, hereinafter referred to as the "Agreement", is made and entered into this 1st day of **July 2023**, by and between the City of Pasadena, hereinafter called the "City," and **<AGENCY NAME>**, a California non-profit corporation, hereinafter called the "Operating Agency."

WHEREAS, the City has entered into an Agreement with the United States of America, through its Department of Housing and Urban Development ("HUD"), to execute the City's Community Development Block Grant ("CDBG") Program, which includes the project described herein, under the Housing and Community Development Act of 1974 ("Act"), as amended; and

WHEREAS, the Operating Agency desires to participate in said CDBG program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the services and implement the project described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. AGREEMENT. This Agreement consists of this document and attachments: Exhibit A – Scope of Services, and Exhibit B - Activity Budget.
2. AGREEMENT ADMINISTRATION. The City, through its City Manager, or his/her designee, shall have full authority to act for the City in the administration of this Agreement consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in Exhibit A – Scope of Services and Exhibit B - Activity Budget.
4. TIME OF PERFORMANCE. The Operating Agency shall commence the services described herein on the date first above written and shall complete same by no later than **June 30, 2024**. Construction projects shall be limited to a three-year duration and must be successfully completed within this period, unless the Operating Agency has received prior written approval from the City, through its City Manager, or his/her designee.
5. COMPENSATION AND METHOD OF PAYMENT. For satisfactory performance under this Agreement, the City shall reimburse the Operating Agency an amount not to exceed **<WRITTEN AMOUNT> \$xxx,xxx**, which shall constitute full and complete compensation hereunder for the implementation of the project described in Exhibit A.

Said reimbursement will only be paid out of funds received from the federal government under the Act or from program income, as described in 2 CFR 200 Section 200.307 and 24 CFR Section 570.504 accumulated under said program, for allowable costs actually incurred and paid for the express purposes specified. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the City from the federal government or accumulation of program income from said program, and shall not be a charge against any other funds of the City. Funds shall be paid only after submittal of the reimbursement claim form. This reimbursement claim form must be submitted on a minimum of a monthly basis as specified and provided by the City. Said payment request shall set forth the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Agreement. After timely receipt (within 15 calendar days after the reporting month), and approval of each reimbursement claim submission, the City will draw a check in favor of the Operating Agency in the approved amount.

The Operating Agency shall have no claim against the City for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Operating Agency after the expiration or other termination of this Agreement. Should the Operating Agency receive any such payment, it shall immediately notify the City and immediately repay all such funds to the City. Payment by the City for services rendered after expiration and/or termination of this Agreement shall not constitute a waiver of the City's right to recover such payment from the Operating Agency. This provision shall survive the expiration or other termination of this Agreement.

6. BUDGET SECTION. No more than the amounts and expenditure items specified in Exhibit B - Activity Budget may be spent for the separate cost categories specified in Exhibit B without written approval of the City.
7. SOURCE AND APPROPRIATION OF FUNDS. The City's obligation is payable only and solely from funds appropriated through HUD for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event that this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The City will endeavor to notify the Operating Agency in writing within ten (10) days of receipt of the non-appropriation notice.
8. COMPLIANCE WITH LAWS. All parties agree to be bound by all applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Act; 24 CFR Part 570; 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Executive Order 12372; the County Auditor-Controller Agreement Accounting and Administration Handbook; and all amendments or successor laws, regulations, or guidelines thereto (hereinafter called the "Laws, Regulations and Guidelines"). The Operating Agency has, and shall maintain, copies of the Laws, Regulations and Guidelines. Furthermore, the Operating Agency acknowledges that it has read and understands the Laws, Regulations and Guidelines.

As required by 2 CFR Part 200 Section 200.414, the Operating Agency may charge an indirect cost rate to this Agreement that is based on:

- a. The negotiated indirect rate approved by its cognizant agency for the Fiscal Year applicable to this Agreement; or
- b. If the Operating Agency has never received a negotiated indirect cost rate from a Federal Agency, a de minimis rate of 10% of Modified Total Direct Costs (MTDC) as defined in 2 CFR Part 200.68.

The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218, and the Federal Award Identification Number (FAIN) assigned to the City for this program is **B-XX- MC-06-0525**. The Federal Award date is effective **July 1, 2023**, and is authorized upon signature of the designated HUD Official.

The Operating Agency is required by the City to register and maintain an active Unique Entity Identifier (also known as the Data Universal Numbering System [DUNS] number) in order to apply for, receive, implement, and report on a Federally- funded program. Furthermore, the City certifies that it has received and maintains an active Unique Entity Identifier number for each Agency.

The Operating Agency shall comply with all applicable uniform administrative requirements. The Operating Agency shall carry out each activity in compliance with all applicable Federal laws and regulations described in 24 CFR Part 570, Subparts J and K and 2 CFR Part 200, except that:

- a. The Operating Agency does not assume the City environmental responsibilities described in 24 CFR 570.604 and 24 CFR Part 58.1; and
- b. The Operating Agency does not assume the City's responsibility to initiating the review process under Executive Order 12372.

The Operating Agency agrees to be bound by applicable Federal, State and local laws, regulations and directives as they pertain to the performance of the Agreement, including, but not limited to, Sections (a-i) below. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and CFR Part 200.

- a. The Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- b. The Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on

the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- c. The Operating Agency shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.
- d. The Operating Agency shall comply with 24 CFR Part 5, including non-discrimination and equal opportunity requirements at 24 CFR 5.105(a). Furthermore, the Operating Agency shall comply with 24 CFR Parts 5 and 203, which prohibit discrimination in HUD funded programs based upon sexual orientation or gender identity. The rule precludes owners and operators of HUD-assisted housing or housing who's financing is insured by HUD from inquiring about the sexual orientation or gender identity of an applicant or occupant.
- e. The Operating Agency shall ensure equal opportunity in the award and performance of any Agreement to all persons without regard to race, color, gender, sexual orientation, religion, national origin, ancestry, age, marital status, or disability.
- f. During the performance of this Agreement, the Operating Agency agrees as follows:
 - (i.) The Operating Agency shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
 - (ii.) The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - (iii.) The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other

contract or understanding, a notice to be provided by the agency of the Operating Agency's contracting officer, advising the labor union or worker's representative of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (iv.) The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - (v.) The Operating Agency will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - (vi.) In the event that the Operating Agency fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - (vii.) The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.
- g. The Operating Agency shall comply with Executive Order 13166, titled "Improving Access to Services by Persons with Limited English Proficiency." Executive Order 13166 requires that Federally-assisted agencies make reasonable efforts to provide language assistance to ensure meaningful access for Limited English Proficiency (LEP) persons to the agency's programs and activities. HUD guidelines on LEP were published in the Federal Register on January 22, 2007, and were effective February 21, 2007. These HUD guidelines should be applied to federally-subsidized housing, programs and other services which may be contracted out to other contractors.

- h. Should the Operating Agency require additional or replacement personnel after the effective date of this Agreement, the Operating Agency shall give consideration for any such employment openings to Pasadena residents which are registered in the City's database for construction job referrals. It is important to note that the only requirement for Pasadena residents to be registered in this database is that they are a Pasadena resident. Beyond that only requirement, whether or not these Pasadena residents would meet any other of the Operating Agency's qualifications for the open position must be validated by the contractor conducting the hire. The Operating Agency or the contractor shall contact Pasadena First Buy Local at (626) 744-6755 for a list of Pasadena participants by construction trade category.
- i. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using Federally appropriated funds for the purpose of 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 contracts, the making of any Federal grant, loan or cooperative contract, and any extension, continuation, renewal, amendment or modification of said documents.

Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements civil penalties may result.

- 9. CONFIDENTIALITY OF REPORTS. The Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.
- 10. CONTRACT WORK HOURS AND SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, any contract awarded in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5).

The Operating Agency shall also comply with all applicable Federal, State and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

- 11. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to

its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

12. INTERPRETATION. No provision of this Agreement shall be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if both parties drafted it hereto.
13. WAIVER. No waiver by the City of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the City to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section 13 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
14. PROGRAM EVALUATIONS AND REVIEW. The City will monitor, evaluate and provide guidance to the Operating Agency in the performance of the CDBG Program. Reviews will focus on the extent to which the planned CDBG Program has been implemented and the measurable goals achieved effectiveness of program management, and the impact of the program.

The Operating Agency shall make available for inspection to authorized City and HUD personnel and their agents, for five years (5) after the termination or expiration of this Agreement, all records, including financial, pertaining to its performance under this Agreement and allow said City and HUD personnel and agents to inspect and monitor the Operating Agency's facilities and program operations, and interview the Operating Agency's staff and program participants, as required by the City and/or HUD.

The Operating Agency agrees to submit all data that are necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the City Manager or his/her designee.

Failure of the Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the City, through its City Manager or his/her designee may cancel, terminate or suspend this Agreement.

15. REVERSION OF ASSETS. Upon expiration or termination of this Agreement, the Operating Agency shall immediately transfer to the City any remaining CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's ownership or possession that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:
 - a. Used to meet one of the national objectives in 24 CFR Section 570.208 for five (5) years following the close-out of the CDBG project from which assistance to the property was provided after expiration of this Agreement (24 CFR Section 570.503), or such longer period of time as may be specified in the Exhibit A; or

- b. Disposed of in a manner, that results in the City being reimbursed in the amount of the current market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph (a) above.

The Operating Agency shall maintain the use of the real property and documentation verifying compliance with the national objective for a period of five (5) years after closeout of this project. The Operating Agency must submit to the City a completed certification form verifying that the property is used exclusively for the eligible use and purpose as provided in the Exhibit A. This form shall be submitted on an annual basis, when requested, beginning in year two (2) and for a period of five (5) years after closeout of the project. In case of a change of use or disposition, the City must be reimbursed for the current market value of the property at the time of disposition, or proceeds from the sale, less the pro rata share of expenditures made with non-CDBG funds to acquire or improve the property.

16. PROGRAM INCOME. Program income shall be returned monthly during the duration of this Agreement. Upon termination of this Agreement, the City reserves the right to determine the final disposition of any program income, as described in 2 CFR Part 200, Subpart D 200.307 and 24 CFR Section 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the City taking possession of said program income.
17. NONEXPENDABLE PROPERTY. Nonexpendable property means leased or purchased tangible personal property, including, but not limited to a vehicle, office equipment, etc. having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall also include, but not be limited to, real property, any interest in real property (including any mortgage or other encumbrance of real property), and funds derived from the sale or disposition of nonexpendable property.

Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the City and otherwise comply with all applicable laws and regulations. In the event that the Agreement is terminated or expires, the City reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date property records, listing all non-expendable property purchased with an acquisition cost of \$5,000 or more that it has leased or purchased during the term of this Agreement. The following items should be included in the list: description of property, serial or ID number, source of funds that purchased the item including the Federal Award Identification Number (FAIN), which is **B-21-MC-06-0525**, owner of the property, date of purchase, cost, percentage of cost paid with Federal monies, location, condition and use of property, date of disposal, and sale price or method used to determine the current market value. The Operating Agency

shall conduct a physical inventory of the nonexpendable property at least once a year, reconcile the inventory with its property records and maintain these records for five years (5) after the termination or expiration of this Agreement.

In the event there is a change of use or disposition of the property during the term of the Agreement, except in the case of real property in excess of \$25,000, if the market value of the property is over \$5,000, the Operating Agency shall immediately pay to the City a pro-rata share of the current market value of the property, or proceeds from the sale. The pro-rata share shall be calculated by multiplying the current market value by the percentage of the purchase price paid with CDBG funds or program income.

If there is a residual inventory of unused supplies, upon termination or completion of the project or termination or expiration of this Agreement, with a current aggregate market value exceeding \$5,000 and if the supplies are not needed for any other Federally sponsored program(s) or project(s), the Operating Agency shall immediately pay the City for its pro rata share of the current aggregate market value or proceeds from the sale calculated at the percentage of the purchase price paid with CDBG funds. The Operating Agency shall obtain prior approval of the City and otherwise comply with all applicable laws and regulations prior to utilizing the supplies for any other Federally sponsored program(s) or project(s).

18. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. The Operating Agency may use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal law and the standards identified in 2 CFR Part 200, Subpart D 200.318-200.326.

All procurement transactions must be conducted in a manner providing for full and open competition consistent with the standards of 2 CFR Part 200 Section 200.319 and Section 200.320, Methods of Procurement to be followed. The Operating Agency must purchase or lease from the lowest, responsive, and responsible bidder. Whenever possible, the Operating Agency must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used.

19. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor-Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 48 of this Agreement.
20. CHANGES. The City may, from time to time, request changes hereunder, including the scope of services of the Operating Agency. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the City and the Operating Agency, shall be incorporated into this Agreement by written amendments. Any changes by HUD to the regulations or requirements governing the Operating Agency's performance hereunder need not be incorporated by written amendment and will be binding for the Operating Agency upon

notification by the City.

21. CHANGES IN GRANT ALLOCATION. The City reserves the right to reduce the grant allocation when the City's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Agreement by written amendments.
22. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately apprised of citizen recommendations during the course of the program. The Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the City Manager or his/her designee.
23. REVENUE DISCLOSURE REQUIREMENT. Upon request, the Operating Agency shall file with the City a written statement listing all revenue received, or expected to be received, by the Operating Agency from all funding sources applied for, or expected to be applied for, to offset, in whole or in part, any of the costs incurred by the Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Agreement. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every funding source for each such project or business activity, and the full name and address of each funding source. The Operating Agency shall make available for inspection and audit to the City's representatives, upon request, at any time during the duration of this Agreement, and for a period of five (5) years thereafter, all of its books and records relating to the operation of each project or business activity which is funded in whole or in part with all funding sources including the project(s) funded under this Agreement, whether or not such monies are received through the City. All such books and records shall be maintained by the Operating Agency at a location in Los Angeles County.

Failure of the Operating Agency to comply with the requirements of this Section 23 of this Agreement shall constitute a material breach of contract upon which the City may immediately cancel, terminate or suspend this Agreement through its City Manager.
24. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, the Operating Agency may be required to provide proof of such other funding. The City shall not pay for any costs incurred by the Operating Agency, which are paid with other funds. All restrictions and/or requirements provided for in this Agreement, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources. Separate financial records shall be kept for each funding source and program.
25. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, 2 CFR Part 200, and that it will comply with all applicable Federal, State and local laws and

regulations as they relate to acceptance and use of Federal funds for this program. Also, the Operating Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Section 570.303 and all other laws and regulations which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications and that, during the term of this Agreement, it will maintain current copies of said assurances and certifications at the address specified below.

26. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

(name of agency)
(name of executive)
(agency address)
(city, state zip code)

Notices, reports and statements to the City shall be personally delivered or sent via First Class U.S. mail to the Executive Director or his designee, at:

City of Pasadena
Housing Department
Attn: Jame Wong, Director
P.O. Box 7115
Pasadena, CA 91109

Each party shall promptly notify the other of any change in its mailing address.

27. ASSIGNMENT. The Operating Agency may not assign any portion of this Agreement without the express written consent of the City. Any attempt by the Operating Agency to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate this Agreement through the City Manager or his/her designee.
28. SUBCONTRACTING. The requirements of this Agreement may not be subcontracted by the Operating Agency without compliance of procurement standards and methods as outlined in 2 CFR Par 200, Subpart D Sections 200.318-200.326. Any attempt by the Operating Agency to subcontract without adherence to Federal regulations as required by the City may be deemed a material breach of this Agreement.

If the Operating Agency desires to subcontract, the Operating Agency shall provide the following information promptly at the City's request:

- A description of the work to be performed by the subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the City.

The Operating Agency shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Operating Agency's employees.

The Operating Agency shall remain fully responsible for all performances required of it under this Agreement, including those that the Operating Agency has determined to subcontract, notwithstanding the City's approval of the Operating Agency's proposed subcontract.

The Operating Agency shall address administrative, contractual, or legal remedies for all contracts in instances where subcontractors violate or breach contract terms. The Operating Agency must provide sanctions and penalties as appropriate.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Operating Agency is responsible to notify its subcontractors of this City right.

The City's City Manager or his/her designee is authorized to act for and on behalf of the City with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the City, the Operating Agency shall forward a fully executed subcontract to the City for their files.

The Operating Agency shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract.

The Operating Agency shall obtain and maintain on site certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. The City may request copies of the certificates and endorsements required herein at any time. Failure by the Operating Agency to comply with the City's request may be deemed by the City as a material breach of this Agreement.

29. NOTICE OF FEDERAL EARNED INCOME CREDIT. The Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
30. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on CDBG funding. Accordingly, the City reserves the right, in its sole discretion, to revise this Agreement in order to take into

account actions and events affecting CDBG program funding. In the event of a CDBG funding reduction by HUD, the City may, in its sole discretion, reduce the compensation amount of this Agreement in whole or in part, or may limit the rate of the Operating Agency's use of both its uncommitted and its unspent funds. The City, through its City Manager, or his/her designee, may act for the City in implementing and effecting such a reduction in the compensation amount of this Agreement.

Where the City, through its City Manager, or his/her designee, has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Agreement of the Operating Agency, the City, through the City Manager, or his/her designee, may suspend this Agreement for up to 60 days, upon three (3) days' notice to the Operating Agency, pending an audit or other resolution of such questions. In no event, however, shall a revision made by the City affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that CDBG funds are available to the City to satisfy such expenditures or legally binding commitments.

31. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. The Operating Agency certifies and agrees that it will not use funds provided through this Agreement to pay for entertainment, meals or gifts.
32. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and City laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200. Section 200.112 and 24 CFR Section 570.611. The Operating Agency agrees to incorporate the language found in this Section 32, CONFLICT OF INTEREST, in contracts using CDBG funds and subject to compliance with conflict of interest Federal, State and City laws.

The general rule shall be that no person described in the *Persons covered* section below of this Section 32, CONFLICT OF INTEREST, who exercises, or has exercised any function or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision making process or gain inside information with regards to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

Persons covered – The conflict of interest provisions of this Section 32, CONFLICT OF INTEREST, shall apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CDBG Operating Agency, or of any designated public agencies, or of any subrecipients that are receiving CDBG funds.

The Operating Agency represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any

interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the City. Upon execution of this Agreement and during its term, as appropriate, the Operating Agency shall disclose in writing to the City any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City's interest and the interests of the third parties.

33. BUDGET MODIFICATIONS. The City Manager or his/her designee, who shall be a Department Director or higher, may grant budget modifications to this Agreement for the movement of funds between the budget categories identified in Exhibit B, when such modifications:
 - a. Are specifically requested by the Operating Agency;
 - b. Will not change the project goals or scope of services;
 - c. Are in the best interest of the City and the Operating Agency in performing the scope of services under this Agreement;
 - d. Do not alter the total amount of compensation under this Agreement; and
 - e. Are in writing prior to expenditures being made.
34. TIME OF PERFORMANCE MODIFICATIONS. The City Manager or his/her designee, who shall be a Department Director or higher, may grant time of performance modifications to this Agreement when such modifications:
 - a. Are specifically requested by the Operating Agency;
 - b. Will not change the project goals or scope of services;
 - c. Are in the best interest of the City and the Operating Agency in performing the scope of services under this Agreement;
 - d. Do not alter the total amount of compensation under this Agreement; and
 - e. Are in writing prior to expenditures being made.
35. AUDIT EXCEPTIONS. The Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the City the full amount of City's liability to the funding agency resulting from such audit exceptions.
36. AUDITS. The Operating Agency's program will be audited in accordance with the City's policy and funding source guidelines. Audits may also be conducted by Federal, State or local funding source agencies. The City or its authorized representatives shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Agreement shall be conducted at the City's discretion. If indications

of misappropriation or misapplication of the funds of this Agreement cause the City to require a special audit, the cost of the audit will be encumbered and deducted from this Agreement's budget.

Failure of Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the City, through its Executive Director or his designee may cancel, terminate or suspend this Agreement.

37. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Agreement.
38. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. No oral agreement shall be binding upon the parties unless expressly stated herein. Except as provided herein, any addition to or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment of this Agreement formally approved and executed by both parties. All Amendments must be received by the City no less than 60 calendar days from the expiration date of this Agreement.
39. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the City for necessary supplies and equipment for Agreement performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the City, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the City, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.
40. MONITORING AND EVALUATION. The City will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Agreement. Authorized representatives of the City and HUD shall have the right of access to all activities and facilities operated by the Operating Agency under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of ongoing program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The City Manager or his/her designee may conduct program progress reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved effectiveness of program management, and impact of the program.

Failure of Operating Agency to comply with the requirements of this Section shall constitute a material breach of contract upon which the City Manager or his/her designee may cancel, terminate or suspend this Agreement.

41. **INSURANCE AND BONDING.** The **Operating Agency** shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to **CITY** nor shall the **Operating Agency** allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Failure to procure and maintain required insurance at all times shall constitute a default and material breach of this Agreement.

Each insurance policy included in this Subparagraph shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice to the **CITY**. Insurance shall be placed with insurers with a Best's rating of no less than B:VIII. Prior to commencement of performance and as a condition precedent to the disbursement of funds hereunder by **CITY** to or on behalf of **Operating Agency**, **Operating Agency** shall furnish **CITY** with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. **CITY** may require complete, certified copies of any or all policies at any time.

The **Operating Agency** shall take out and maintain at all times during the terms of this Agreement the following policies of insurance:

- 1) Without limiting **Operating Agency** obligation to indemnify **CITY**, **Operating Agency** must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement and the results of that work by **Operating Agency**, **Operating Agency's** agents, representatives, employees or subcontractors.
- 2) Minimum Scope of Insurance Coverage must be at least as broad as:
 - a. Insurance Services Office Commercial General Liability coverage.
- 3) Minimum Limits of Insurance **Operating Agency** must maintain limits no less than:

(a) General Liability: (Including operations, products and completed operations.)	\$1,000,000 Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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- 4) If **Operating Agency** maintains higher limits than the minimums shown above, **CITY** is entitled to coverage for the higher limits maintained by **Operating Agency**.

- 5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by **CITY**. At the option of **CITY**, either:
- The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to **CITY**, its officers, officials, agents, employees and volunteers; or
 - Operating Agency** must provide a financial guarantee satisfactory to **CITY** guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 6) Other Insurance Provisions: The general liability policies must contain, or be endorsed to contain, the following provisions:
- Additional Insured Endorsement: “The City of Pasadena, its City Counsel, officers, officials, agents, employees, agents and volunteers” must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of **Operating Agency**; and with respect to liability arising out of work or operations performed by or on behalf of **Operating Agency** including materials, parts or equipment furnished in connection with such work or operations.
 - For any claims related to this Agreement, **Operating Agency** insurance coverage must be primary insurance with respect to the **CITY**, its City Counsel, officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by **CITY**, its City Counsel, officers, officials, agents, employees, or volunteers is excess of Operating Agency insurance and shall not contribute to it.
 - Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by **Operating Agency**, except after 30 days prior written notice has been provided to **CITY**.
- 7) Waiver of Subrogation/Waiver of the Right to Recover
- Operating Agency** agrees to waive subrogation which any insurer of **Operating Agency** may acquire from **Operating Agency** by virtue of the payment of any loss. **Operating Agency** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- 8) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII unless otherwise acceptable to **CITY**.
- 9) Verification of Coverage:
- Operating Agency** must furnish **CITY** with original certificates and endorsements effecting coverage required by this Agreement.
 - The endorsements forms must conform to **CITY**’s requirements and be acceptable to **CITY**.

- c. **CITY** must receive and approve all certificates and endorsements before work commences.
 - d. However, failure to do so shall not operate as a waiver of these insurance requirements.
 - e. **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- 10) The **Operating Agency** shall provide and maintain at its own expense during the term of this Agreement, a program of insurance satisfactory to the City's Insurance and Liabilities Coordinator covering its operations hereunder, as specifically defined in Section 41 of this Agreement.
42. FAILURE TO PROCURE INSURANCE. Failure on the part of the Operating Agency to procure or maintain required insurance shall constitute a material breach of contract under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by the City shall be repaid by the Operating Agency to the City upon demand or the City may offset the cost of the premiums against any monies due to the Operating Agency from the City.
43. INDEMNIFICATION. Except as otherwise set forth below, the Operating Agency agrees to indemnify, defend and hold harmless the City, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as "Public Agencies") from and against any and all liability, demands, damages, claims, causes of action, fees, (including reasonable attorneys' fees, expert witness' fees and defense costs), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), arising from, related to, or connected with the Operating Agency's acts, errors, or omissions. The Operating Agency shall not be required to indemnify, defend, and hold harmless the Public Agencies from any Liabilities that arise from the sole negligence or willful misconduct of the Public Agencies.

In the event that the Operating Agency provides construction services in relation to the construction of a project associated in any way with this Agreement, with respect to those construction services, the Operating Agency agrees to indemnify, defend, and hold harmless the Public Agencies from and against any and all Liabilities that arise out of, pertain to, or relate to such project or the construction services of the Operating Agency. The Operating Agency shall not be required to indemnify, defend, and hold harmless the Public Agencies from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of the Public Agencies, the Public Agencies' agents, servants, or independent contractors who are directly responsible to the Public Agencies.

In the event that the Operating Agency contracts with another entity (hereinafter "Construction Entity") for construction services to be provided in relation to the

construction of a project (hereinafter “Operating Agency-Construction Entity Contract”), the Operating Agency agrees that language substantially equivalent to the following shall be incorporated in its contract with the Construction Entity in favor of the Public Agencies: The Construction Entity agrees to indemnify, defend, and hold harmless the Public Agencies from and against any and all liabilities demands, damages, claims, causes of action, fees (including reasonable attorney’s fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as “Liabilities”), that arise out of, pertain to, or relate to the project or the construction services of the Construction Entity, its employees, representatives, consultants, subcontractors, agents, or any other entity for which Construction Entity is responsible. The Construction Entity shall not be required to indemnify, defend, and hold harmless the Public Agencies from any Liabilities that arise from the active negligence, sole negligence, or willful misconduct of the Public Agencies, Public Agencies’ agents, servants, or independent contractors who are directly responsible to the Public Agencies. This indemnification clause shall remain in full force and effect following the expiration and/or termination of the Operating Agency-Construction Entity Contract.

In the event that the Operating Agency provides design professional services in relation to a project related in any way to this Agreement, the Operating Agency agrees to indemnify, defend, and hold harmless the Public Agencies from and against any and all Liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Operating Agency.

In the event that the Operating Agency contracts with another entity (hereinafter “Design Professional Entity”) for design professional services to be provided in relation to a project related in any way to this Agreement (hereinafter “Operating Agency-Design Professional Contract”), the Operating Agency agrees that language substantially equivalent to the following shall be incorporated in the Operating Agency-Design Professional Contract in favor of the Public Agencies, if such contract is entered into subsequent to the execution date of this Agreement: The Design Professional Entity agrees to indemnify, defend, and hold harmless the Public Agencies from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney’s fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as “Liabilities”), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional Entity, its employees, representatives, consultants, subcontractors, agents, or any other entity for which the Design Professional Entity is responsible. This indemnification clause shall remain in full force and effect following the expiration and/or termination of the Operating Agency-Design Professional Contract.

The Operating Agency further agrees to indemnify, defend, and hold harmless the Public Agencies from and against any and all Liabilities relating to the Operating Agency’s acts or omissions, whether civil or criminal, intentional or unintentional, including, without limitation, allegations or acts of physical abuse, mental abuse, psychological abuse, senior abuse, sexual abuse, molestation, maltreatment, or mistreatment, related in any way to this

Agreement or the services or work to be provided hereunder.

The above mentioned provisions of indemnification shall remain in full force and effect and survive the cancellation, termination and/or expiration of this Agreement. The Operating Agency further agrees to require any entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Agencies, as applicable to each of them.

44. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close-out procedures required by the City, within a period of not more than 30 calendar days from the expiration date of this Agreement. This time period will be referred to as the financial close out period. The City is not liable to provide reimbursement for any expenses or costs associated with this Agreement after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Agreement, if any, may be immediately reprogrammed by the City into other eligible activities in the City. The City may request a final financial audit for activities performed under this Agreement at the expiration of the financial close out period.
45. NEPOTISM. The Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by the Operating Agency, unless this action is approved by the Operating Agency's governing body and waived by the City. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Operating Agency.
46. RELIGIOUS AND POLITICAL ACTIVITIES. The Operating Agency agrees that funds under this Agreement will be used exclusively for performance of the work required under this Agreement, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, the Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.
47. USE OF FUNDS. All funds approved under this Agreement shall be used solely for costs approved in the program budget for this Agreement. Agreement funds shall not be used as cash advancement between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for each funding source and program.
48. REPORTS AND RECORDS. The Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by the City. Program progress reports shall be submitted as required, in the form specified by the City, through its City Manager, or his/her designee. Failure to do so in a timely manner

may result in suspension of reimbursements. The Operating Agency shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by the City to assure proper accounting for all Agreement funds during the term of this Agreement and for a period of five (5) years thereafter. The Operating Agency will ensure that its employees and board members furnish such information, which, in the judgment of City representatives, may be relevant to a question of compliance with contractual conditions, with City or granting agency directives, or with the effectiveness, legality and achievements of the program.

49. EXPENDITURES. Expenditures made by the Operating Agency in the operation of this Agreement shall be in strict compliance and conformity with the Budget set forth in Exhibit B, unless prior written approval for an exception is obtained from the City, through its City Manager or his/her designee.
50. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief that it has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force in violation of applicable Federal, State or local laws by anyone acting under the authority or supervision of Operating Agency against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of compliance with applicable Federal, State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
51. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - (i.) The dangers of drug abuse in the workplace;
 - (ii.) The Operating Agency's policy of maintaining a drug-free workplace;
 - (iii.) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv.) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph a of this Section 51;
- d. Notifying the employee in the statement required by paragraph a of this Section 51 that, as a condition of employment under the grant, the employee will:
 - (i.) Abide by the terms of the statement; and
 - (ii.) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the City in writing, within ten (10) calendar days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such a conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (ii), with respect to any employee who is so convicted -
 - (i.) Taking appropriate personnel action against such an employee, up to and including, termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (ii.) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs a, b, c, d, e and f.

52. RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

The Operating Agency must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before the Operating Agency enters into a Contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use,

of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Sections 24 CFR Sections 570.457; 570.496 (a); 570.606 (c); and 570.702 (f).

53. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Agreement to the City must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping and physical appearance acceptable to the City.
54. TERMINATION FOR IMPROPER CONSIDERATION (GRATUITIES). The City may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Agreement if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any City officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Operating Agency's performance pursuant to the Agreement. In the event of such termination, the City shall be entitled to pursue the same remedies against the Operating Agency as it could pursue in the event of default by the Operating Agency.

The Operating Agency shall immediately report any attempt by the City officer or employee to solicit such improper consideration. The Report shall be made to the City Manager, the Pasadena Fraud Hotline (626) 744-7448 or online at www.cityofpasadena.net/FraudHotline/.

55. CITY'S QUALITY ASSURANCE PLAN. The City will evaluate the Operating Agency's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Operating Agency's compliance with all Agreement terms and performance standards. The Operating Agency's deficiencies, which the City determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected will be reported to the Human Services and Northwest Commission. The report will include improvement/corrective action measures taken by the City and the Operating Agency. If improvement does not occur consistent with the corrective measure, the City may terminate this Agreement, pursuant to Sections 56 or 57, or impose other penalties as specified in this Agreement.
56. TERMINATION FOR CONVENIENCE. The City reserves the right to cancel this Agreement for any reason at all upon 30 days' prior written notice to the Operating Agency. In the event of such termination, the Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

If the City exercises its rights under Section 30, Fiscal Limitations, the Operating Agency shall have the right to terminate this Agreement for convenience with thirty (30) days' advance written notice under this Section 56.

57. TERMINATION FOR CAUSE. This Agreement may be terminated by the City upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the City upon termination or upon the occurrence of any of the following events in a, b, c, d, or e:
- a. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Agreement and with the direction of the City within the time specified in such notice, the City shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part;
 - b. Should the Operating Agency fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of the Agreement, or if the work to be done under said Agreement is abandoned for more than three (3) days by the Operating Agency, then notice of deficiency thereof in writing will be served upon the Operating Agency by the City;
 - c. Should the Operating Agency fail to comply with the terms of said Agreement within five (5) days, upon receipt of said written notice of deficiency, the City, through its City Manager, or his/her designee, shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part;
 - d. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency; or
 - e. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or under this Agreement shall, at the option of the City, become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.
58. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151- 4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR Section 40.2 or the definition of

building as defined in 41 CFR Part 101, is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures and Appendix A to 41 CFR Parts 101-19 for general type buildings). The Americans with Disabilities Act (42 U.S.C. Section 12131; 47 U.S.C. Sections 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.

59. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* Operating Agency understands and agrees that all persons furnishing services to the City pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Operating Agency. The Operating Agency shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the City under this Agreement.

Professional Conduct: The City does not and will not condone any acts, gestures, comments or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees or agents of the City against any and all Operating Agency's employees, agents or subcontractors providing services for the City. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

60. CONTRACTOR RESPONSIBILITY AND DEBARMENT. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the policy of the City to conduct business only with responsible contractors.
61. COPELAND "ANTI-KICKBACK" ACT. The Operating Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR part3). These terms shall apply to construction contracts in excess of \$2,000 awarded to the Operating Agency, as well as contracts awarded to subcontractors and consultants
62. DAVIS-BACON ACT. The Operating Agency shall comply with the Davis- Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). These terms shall apply to construction contracts in excess of \$2,000 awarded to the Operating Agency, as well as contracts awarded to

subcontractors and consultants.

63. SECTION 3. In order to comply with the Housing and Urban Development Act of 1968, the Operating Agency and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135. Section 3 compliance activities of the Operating Agency and its contractor(s) and subcontractor(s) shall be guided by the City's CDBG Compliance Instructions, as amended, which can be made available to the Operating Agency for inspection and copying upon request, if the Operating Agency does not already possess a copy.
- a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The Operating Agency agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Operating Agency's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Operating Agency agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Operating Agency will not subcontract with any subcontractor where the Operating Agency has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - e. The Operating Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the Operating Agency is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed,

were not filled to circumvent the Operating Agency's obligations under 24 CFR Part 135.

- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
64. CONSTRUCTION/REHABILITATION PROJECTS. The Operating Agency shall submit a request to the City, to conduct a Contract and Labor Compliance File Review at least 30 calendar days prior to the anticipated completion of construction/rehabilitation activities, but in no event later than April 1st of the current fiscal year.
65. PATENT RIGHTS. The Operating Agency must adhere to Federal requirements and regulations relating to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement.
66. DISALLOWED COSTS. If Operating Agency has failed to return unexpended funds or funds spent for disallowed costs related to any CDBG Agreement it has with the City, City may withhold and offset payments to be made to Operating Agency under this Agreement.
67. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS. Operating Agency represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the City are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. Operating Agency further agrees to defend, hold harmless, and indemnify the City from any and all liability, as described in Section 43, Indemnification, arising from or related to City's use of said photographs, videos, DVD's, footage, magazines, and other media materials.
68. CLEAN AIR ACT. The Operating Agency must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). These terms shall apply to construction contracts in excess of \$100,000 awarded to the Operating Agency, as well as contracts awarded to subcontractors and sub-consultants.

69. BUILD AMERICA, BUY AMERICA (BABA): Grantee 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 the Grantee's infrastructure project when total project costs exceed \$250,000. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

IN WITNESS WHEREOF, the City of Pasadena has caused this Agreement to be subscribed by the City Manager, and the Operating Agency has subscribed the same through its duly authorized officers, on the day, month and year first above written.

"CITY"
CITY OF PASADENA

ATTEST:

MARK JOMSKY, CMC
City Clerk

BY: _____
MIGUEL MÁRQUEZ
City Manager

"Operating Agency"
(Agency Name)

BY: _____
XXXXXXXX
Executive Director

APPROVED AS TO FORM:

By: _____
Dion O'Connell
Assistant City Attorney

CITY OF PASADENA
Community Development Block Grant (CDBG) Program
Exhibit A – Scope of Services

Operating Agency Name and Address:

Name, Title & Email of Primary Contact:

Name, Title & Email of Financial Contact:

Name, Title & Email of Agency Approver:

Project Name:

Activity Code: 05D - Youth Services

National Objective: Low/Moderate Clientele (LMC Nature/Location)

Accomplishment Goals: Persons Assisted

Activity Scope:

Performance Schedule:

July – September

October – December

January – March

April -June

Service Area by Census Tract and LMI%

City Wide

Provisions and Special Conditions

Public Service Activities The Operating Agency must maintain the following information for federal reporting and monitoring purposes: the name, address, race, ethnicity, and female head of household status for all clients.

Income Documentation The Operating Agency shall maintain income documentation to insure that 100 percent of program beneficiaries are of low- and moderate-income.

Payroll and Attendance Records The Operating Agency must maintain payroll and time and attendance records signed by the employee and approved by the supervisor. Time distribution records will also be kept by program and shall account for total work time on a daily basis for all employees. On a minimum monthly basis, records of activity details must be documented for all personnel costs.

Retention of Financial Records The Operating Agency shall maintain during the term of this Contract and for a period of five (5) years thereafter complete and adequate financial records and accounts as are considered necessary by the City to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following: a General Ledger that supports the costs charged to the CDBG Program; records documenting procurement of goods and services; contracts for goods or services; lease or rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization records; payroll registers; payroll tax records; and bank statements, bank reconciliations and documentation to support the allocation of indirect costs.

Support of Expenditures The Operating Agency shall submit adequate financial documentation to support the program expenditures reported in the monthly CDBG Funding Request forms. The financial supporting documentation will include contracts for goods or services, evidence of procurement, lease or rental agreements, invoices, billing statements, cancelled checks, timecards signed by employee and supervisors, payroll registers, payroll tax records, bank statements, bank reconciliations, a detailed General Ledger that supports the costs charged to the CDBG program, and an approved cost allocation method for indirect costs charged. Failure to submit the necessary supporting documentation will result in the disallowance of costs.

Exhibit B - CDBG BUDGET**Directions:**

The budget should be completely and accurately filled out. Only use whole numbers. Do not use commas, decimals or symbols.

1. Please list in the chart provided below (Project Budget) the total costs for the project. Identify the other funding amounts and indicate whether they are Pending (P), Secured By Contract or In Department Account (S), or In-Kind contributions (I).

Project Budget

PROJECT COST		CDBG AWARD (A) +	OTHER SOURCES (B) =	Indicate P, S, or I	TOTAL (C)
PERSONNEL COSTS					
A.	Salaries/Wages				
B.	Personnel Benefits (FICA, SUI, Health, etc.)				
NON-PERSONNEL COSTS					
C.	Insurance & Bonding				
D.	Supplies & Materials				
E.	Printing & Copying				
F.	Advertising & Postage				
G.	Telephone				
H.	Utilities				
I.	Facilities Rental or Lease				
J.	Equipment Rental or Lease				
K.	Professional Service/ Consultant(s):				
L.	Mileage & Travel				
INDIRECT COSTS		\$ 0			
M.	Administrative Costs				
CAPITAL OUTLAYS					
N.	Consultant Fees (Architectural/Design)				
O.	Permit Fees				
P.	Supplies, material & labor for rehabilitation activities				
TOTAL					

(c) Provide a budget cost narrative with a detailed explanation for each CDBG line item in the proposed project budget. Include a job description for each personnel position as it pertains to the proposed project.

EXAMPLE

Salaries and Wages

$\$35,000/\text{yr.} \times .25\text{FTE} = \$8,750$

CDBG funds are requested to cover twenty-five percent of the Case Manager's time (the remaining time is covered by a grant from the County of San Diego). The Case Manager will be responsible for determining client eligibility, meeting with clients, creating a case management plan, tracking client progress, and reporting on accomplishments. (\$5,000 covered by CDBG)

Office Supplies

$\$25/\text{mo.} \times 12 \text{ mo} = \$300$

Office supplies, estimated at \$25 per month, include but are not limited to: pens, pencils, whiteout, paper, ink, folders, paperclips, and binders. These items are required for the Case Manager's daily activity of documenting work with clients. Twenty-five percent of the office supplies cost will be billed to CDBG. The actual monthly cost may vary, but the total amount charged to CDBG will not exceed \$300. (\$300 covered by CDBG)

Mileage

$20 \text{ miles}/\text{mo.} \times 12 \text{ mo.} \times \$0.575/\text{mile} = \$130$

The Case Manager will drive an average of 20 miles per month to conduct home visits with clients, attend meetings, and for other project related activities. The current IRS mileage reimbursement rate will be utilized, and may therefor change prior to or during program implementation. Twenty-five percent of the mileage cost will be billed to CDBG. The actual monthly cost and the reimbursement rate is based on mileage log, but the total amount charged to CDBG will not exceed \$138. We will track miles using a mileage log.