

# Monterey Urban County

## Community Development Block Grant Program

### FY 2022 – FY 2023 Annual Action Plan

#### Lead Agency



County of Monterey  
Housing and Community Development  
1441 Shilling Place, 2<sup>nd</sup> Floor South  
Salinas, CA 93901

#### Participating Units of General Local Government



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# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### Introduction

This Annual Action Plan (Action Plan) serves as the Urban County's official application to the Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds. The Plan identifies the housing and community needs activities to be undertaken between July 1, 2022 and June 30, 2023, with some identified capital projects extending into subsequent years. This is the third Action Plan for the Urban County's Fiscal Year (FY) 2020-2024 Consolidated Plan (Con Plan), which covers July 1, 2020 to June 30, 2025. As of the writing of this plan, HUD has not yet released the CDBG entitlement allocations for FY 2022-2023. Therefore, the allocations in this Action Plan are estimates based on the CDBG entitlement allocation for FY 2021-2022.

The geography covered by this Consolidated Plan, referred as the "Urban County", is comprised of:

- Del Rey Oaks
- Gonzalez
- Greenfield
- Sand City
- Unincorporated areas of Monterey County

The Con Plan identified these as some of the most critical needs in the Urban County:

- Constructing improvements to infrastructure and public facilities to foster suitable living environments for low and moderate income households and to correct physical barriers to access by those with special needs.
- Providing services and programs to benefit low and moderate income households and persons, such as youth (and at-risk youth), seniors, and those with special needs.
- Providing a housing rehabilitation program to keep homeownership affordable and homes safe.
- Providing services for the homeless and those at-risk of homelessness.
- Planning and managing CDBG funds.

Recognizing the primary objectives and national objectives of the CDBG programs, specific program regulations, and the priorities already established in the Con Plan, the Urban County intends to use FY 2022-2023 CDBG funds to coordinate programs, services, and projects primarily to create a decent and suitable living environment to benefit low and moderate-income households and those with special needs, and the provision of affordable housing. The Urban County has extensive housing and community development needs. CDBG funds alone are not adequate to address the priorities set in the

Con Plan the myriad of needs identified during the FY 2022-2023 Action Plan public outreach process. Use of CDBG funds will focus on some of most critical needs in the Urban County, including the following:

- Improvements to infrastructure and public facilities in order to foster a suitable living environment for low and moderate income households and those with special needs;
- Provision of services and programs to benefit low and moderate income households and those with special needs, such as youth (and at-risk youth), seniors, and the disabled;
- Provision of services for the homeless and those at risk of becoming homeless; and
- Rehabilitation of affordable housing to ensure the continued access to low and moderate income households and those with special needs.

### **Evaluation of past performance**

The FY 2021 Action Plan was the second Action Plan of the Con Plan cycle. In FY 2021, the Urban County continued to support programs, services, and projects that contribute to a decent and suitable living environment for low and moderate income persons and households and those with special needs. In addition, the Urban County was allocated a total of \$1,865,867 in additional CDBG funds through the CARES Act (CDBG-CV). These funds were allocated to projects as part of the FY 2019-2020 Action Plan, but the progress to-date for activities which were still active in FY 2021 is reported in this document.

### ***CDBG Entitlement Programs***

The major activities undertaken in FY 2021 with support from Urban County CDBG entitlement funding included:

- CDBG assistance and provided counseling services to youth and young adults at-risk of homelessness.
- Program operated by Meals on Wheels of the Salinas Valley that address the food security issues faced by senior citizens.
- Programs operated by the Boys & Girls Club, the Central Coast YMCA, and Girls, Inc. of the Central Coast provide activities and recreation opportunities to help pre-teens and teens develop their leadership skills and learn more about themselves and how to deal with social pressures.
- Alliance on Aging and Legal Services for Seniors helped older residents of the Urban County navigate the legal system and obtain needed services.
- Covia Foundation addressed housing insecurity by matching seniors in a home-share program.
- Interim Inc. provided outreach to those experiencing homelessness and connected them to appropriate resources and services.

- Eden Council for Hope and Opportunity operated a Fair Housing and Tenant/Landlord Services program which provided fair housing complaint intake and investigation as well as counseling and conciliation services

### ***CDBG-CV Programs***

- During FY 2021, Food Bank for Monterey County provided additional food services to those impacted by the coronavirus.
- Legal Services for Seniors continues to provide services to senior impacted by the coronavirus
- Meals on Wheels of the Salinas Valley provided meal services to those facing food insecurity due to the impacts of the coronavirus during FY 2021.

### **Summary of Citizen Participation Process and consultation process**

The Urban County relies on the needs identified in the Consolidated Plan and during public hearings to determine how to allocate CDBG funds. The Urban County holds noticed public meetings and/or hearings annually in December and May as part of the process to prepare the Annual Action Plan. The Monterey County Board of Supervisors Urban County Subcommittee also conducts a meeting in April to solicit input on funding priorities that is open to the public. A third noticed public hearing is held in September to report on the Consolidated Annual Performance and Expenditure Report (CAPER). Notices of public meetings are published in the Monterey County Weekly, Gonzales Tribune, Greenfield News, King City Rustler, Soledad Bee, and El Sol consistent with the County’s Citizen Participation Plan. Notices and/or agendas are also posted at the offices of the participating jurisdictions consistent with the California Ralph M. Brown Act requirements.

**Appendix A** includes materials from the outreach efforts. Specifically, the outreach program includes the following components:

#### ***Public Meeting and Consultation with Public and Nonprofit Service Agencies***

The County conducted a CDBG Program Workshop for potential public and non-profit applicant service providers on January 7, 2022. Prior to the CDBG Program Workshop, a Notice of Funding Availability (NOFA) was published on December 5 and 6, 2021 (English) and on December 8, 2021 (Spanish). The NOFA was published in four newspapers: El Sol, Monterey County Weekly, The King City Rustler, and the Salinas Tribune. The County also emailed the NOFA to approximately 200 organizations notifying them of the opportunity to comment on the use of funds and learn about the Notice of Funding Opportunity.

#### ***Urban County Committee Meetings***

The County held additional public meetings via its Urban County Committee. The Urban County Committee had open public meetings that met and discussed CDBG funding on March 17, 2022, to rate, rank, and recommend projects for funding.

#### ***Public Review of Draft Documents***

A 30-day public review was held from April 23, 2022, through May 24, 2022. Copies of the draft FY 2022-2023 Action Plan were made available for the public to review on the Monterey County website at

<https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/intergovernmental-and-legislative-affairs/economic-development/housing>

***Public Hearing***

A public hearing was conducted before the County Board of Supervisors on May 24, 2022, at 1:30 p.m. at the Monterey County Government Center, 168 W. Alisal Street, 1st Floor, Salinas, CA to consider the adoption of the Monterey Urban County's FY 21/22 Annual Action Plan (AP).

**Summary of public comments**

No comments were received.

**Summary of comments or views not accepted and the reasons for not accepting them**

No comments were not accepted.

**Summary**

The Urban County has undertaken diligent and good faith efforts in outreaching to all segments of the community that may benefit from the CDBG program.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	MONTEREY COUNTY	
CDBG Administrator	MONTEREY COUNTY	Housing and Community Development Department

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The Urban County is comprised of the County unincorporated areas and the cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City. The County of Monterey serves as the lead agency for the Urban County. The Urban County CDBG program is administered by the Monterey County Housing and Economic Development.

**Consolidated Plan Public Contact Information**

For matters concerning the Urban County's CDBG program, please contact:  
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## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **Introduction**

To outreach to various agencies and organizations, the Urban County compiled an email list consisting of about 200 agencies, including:

- Nonprofit service providers that cater to the needs of low and moderate income households and persons with special needs, including persons with disabilities
- Affordable housing providers
- Housing advocates
- Housing professionals
- Public agencies (such as school districts, health services, public works)
- Economic development and employment organizations
- Community groups

These agencies received email of notices of the Urban County's Action Plan process and public meetings

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

Monterey County Behavioral Health (MCBH) exists to enhance, protect, and improve the health of the people in Monterey County. To accomplish this, the Department provides a wide variety of health-related services in the areas of public health, environmental health, behavioral health and clinic services, including the Whole Person Care (WPC) program throughout the County. WPC is a partnership between Monterey County Health Department and community partners to provide comprehensive case management for the County's most vulnerable Medi-Cal recipients who are high users of hospital and emergency department facilities. MCBH provides a range of mental health and substance use disorder services to children, youth, adults and families throughout Monterey County.

The WPC program is based on the work of Registered Nurse case managers who assess WPC enrollees for health, housing, and social service's needs, and then provide warm hand-offs to primary care clinics, mental health/substance abuse therapists, social services, housing supports and placement, and employment training. Case managers also assist WPC enrollees in their normal environments with benefit assessments, setting and keeping appointments, transportation, food and nutrition, peer support groups, housing counseling and skill development training.

This focus population also includes homeless/chronically homeless, individuals with mental illness or substance use disorders and individuals who have multiple chronic diseases. The WPC is a project for high-risk health care system users in Monterey County, which includes a focus population of "high utilizers" of health care services that are exclusively homeless and chronically homeless Medi-Cal



recipients or Medi-Cal eligible persons with no medical health home (including those released from jail) and having 3 or more characteristics of diagnosed mental illness, hospital admissions in the prior year, chronic health diagnoses, emergency department visits, or 5 or more specific categories of prescribed medications.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Coalition of Housing Service Providers (CHSP) is the designated coordinator of the Continuum of Care (COC) and plays a key role in the effort to address the needs of those experiencing homelessness. The COC is the lead agency regarding homelessness and oversees and administers the Homeless Management Information System (HMIS). The COC coordinates efforts among many non-profit and public agencies, including holds monthly meetings regarding Homeless Prevention and Rapid Re-housing (HPRP), and bimonthly meetings of the Services, Employment, and Income Committee regarding the 10 Year Plan to End Homelessness. The County Social Services Department and Health Department participate in these bimonthly meetings.

The County of Monterey also participated with the COC, the Coalition of Homeless Services Providers (CHSP), the County of Monterey Department of Social Services, the County of Monterey Health Department, the County of San Benito Health and Human Services, and the City of Salinas in the development of the Lead Me Home Plan Update – 5 Year Plan to End Homelessness in Monterey and San Benito Counties (Plan) which will be in place from July 2021 to June 2026. This Plan goals are:

- Increase Participation in Homelessness Solutions by Leaders and Key Stakeholders from Across the Region
- Improve the Performance of the Homelessness Response System
- Expand Service-Oriented Responses to Unsheltered Homelessness

The Urban County will continue to participate in this group as they move forward with the actions outlined in the Plan.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Although the County does not receive a direct HUD ESG entitlement allocation, the County partners with the City of Salinas who receives an entitlement allocation of ESG and the State non-entitlement allocation. The State also provides funding like ESG that is called the California Emergency Solutions and Housing (CESH) program. The County supports the City of Salinas in this program by coordinating efforts through the COC and serving on the rating and ranking committee.

**Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

1	<b>Agency/Group/Organization</b>	City of Del Rey Oaks
	<b>Agency/Group/Organization Type</b>	Other government – Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Community facilities and accessibility improvements
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Del Rey Oaks is a member of the Urban County Consortium.
2	<b>Agency/Group/Organization</b>	CITY OF GONZALES
	<b>Agency/Group/Organization Type</b>	Other government – Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Community facilities and accessibility improvements
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Gonzales is a member of the Urban County Consortium.
3	<b>Agency/Group/Organization</b>	CITY OF GREENFIELD
	<b>Agency/Group/Organization Type</b>	Other government – Local

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Community facilities and accessibility improvements
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Greenfield is a member of the Urban County Consortium.
4	<b>Agency/Group/Organization</b>	City of Sand City
	<b>Agency/Group/Organization Type</b>	Other government – Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Community facilities and accessibility improvements
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City of Sand City is a member of the Urban County Consortium.
5	<b>Agency/Group/Organization</b>	Central Coast YMCA
	<b>Agency/Group/Organization Type</b>	Services-Children
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	YMCA provides recreation services to children from low and moderate income households in Pajaro.
6	<b>Agency/Group/Organization</b>	LEGAL SERVICES FOR SENIORS
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	LSS provides legal services that, among other things, assist seniors with protecting their financial security and fair housing.
7	<b>Agency/Group/Organization</b>	Rancho Cielo, Inc.
	<b>Agency/Group/Organization Type</b>	Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Rancho Cielo offers a variety of general education, vocational education, on-the-job training, and life skills development programs. To help youth and young adults escape from homelessness, poverty and anti-social influences while participating in these programs, Rancho Cielo also operates a transitional housing program.
8	<b>Agency/Group/Organization</b>	MEALS ON WHEELS OF THE SALINAS VALLEY
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	MOW provides home delivery of meals to very low and low income households allowing them to maintain their independent living situations.
9	<b>Agency/Group/Organization</b>	Veterans Transition Center
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless Veteran services
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Needs – Veterans
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	VTC is a regional organization dedicated to helping veterans reintegrate into civilian life by providing a range of services and housing opportunities to help overcome barriers to integration including homelessness and drug dependency. VTC also helps veterans apply for a wide range of public benefits to help stabilize their lives and become self-sufficient.
10	<b>Agency/Group/Organization</b>	Alliance on Aging
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Provides services for seniors.
11	<b>Agency/Group/Organization</b>	Monterey County Public Works
	<b>Agency/Group/Organization Type</b>	Other government – County
	<b>What section of the Plan was addressed by Consultation?</b>	Market Analysis Non-Housing Community Development Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency was consulted regarding infrastructure improvements needs in the urban county, including flood hazards.

**Table 2 – Agencies, groups, organizations who participate**

**Identify any Agency Types not consulted and provide rationale for not consulting**

No agency types were not consulted during the development of the FY 2022-2023 Action Plan.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care		
Community Needs Assessment	Monterey County Community Action Partnership	County allocates funding according to highest unmet needs.
PHA Five-Year and Annual Plan	Housing Authority of the County of Monterey	Public housing and rental assistance needs are addressed by HACM
2019 Monterey County Analysis of Impediments to Fa	County of Monterey	Fair housing services are incorporated into the CDBG program.
2015 Alcohol and Drug Strategic Implementation Plan	Monterey County Health Department	County allocates funding according to highest unmet needs.
County of Monterey Capital Improvement Program	County of Monterey	County allocates funding according to highest unmet needs.
10 Year Plan to End Homelessness	Monterey/San Benito County Continuum of Care	Through the outreach process, the Urban County has identified homelessness and homelessness prevention services as a priority for the CDBG program. These services will complement the Continuum of Care Strategy.
2015-2023 Housing Element	County of Monterey	CDBG funds may be used to address housing needs for lower and moderate income households.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Monterey County Comprehensive Economic Development Strategy	County of Monterey	CDBG funds may be used to provide supportive services that would help low and moderate income/special needs population achieve self-sufficiency and pursue opportunities.
Workforce Innovation and Opportunity Act (WIOA)	Monterey County Workforce Development Board	CDBG funds may be used to provide supportive services that would help low and moderate income/special needs population achieve self-sufficiency and pursue opportunities.
Achieving Ubiquitous Broadband Coverage in the Monterey County	Monterey Bay Economic Partnership and Central Coast Broadband Consortium	CDBG funds may be used to address infrastructure needs.
Monterey County Multi-Jurisdictional Hazard Mitigation	Monterey County Office of Emergency Services	CDBG funds may be used to address public health and safety issues.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

**AP-12 Participation – 91.105, 91.200(c)**

**Summary of citizen participation process/Efforts made to broaden citizen participation**

**Summarize citizen participation process and how it impacted goal-setting**

Notices of Funding Availability (NOFA) were published in the Salinas Tribune, King City Rustler, El Sol and the Monterey County Weekly. A direct email of the NOFA was also sent to a list of approximately 200 interested parties. A virtual public hearing was held as part of the NOFA workshop on January 7, 2022. The Urban County Standing Committee met on March 17, 2022, to review requests for funding and make recommendations to the Board of Supervisors (BoS). No comments were received.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Non-targeted/broad community	No comments were received.	No comments were received.	No comments were not accepted.	
2	Urban County Committee Meeting	Non-targeted/broad community	No comments were received.	No comments were received.	No comments were not accepted.	
3	Newspaper Ads	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	No comments were received.	No comments were received.	No comments were not accepted.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

As noted in AP-05, HUD has not yet released the CDBG entitlement allocations for FY 2022. Therefore, the allocations in the Anticipated Resources section below are estimates based on the CDBG entitlement allocation for FY 2021.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,360,229	10,000	0	1,370,229	3,100,000	The Urban County anticipates receiving \$1,360,229 for FY 2022. Over the five-year planning period, the Urban County assumes \$6,940,220 in CDBG allocations, excluding funds carried over from prior years and program income.

**Table 5 - Expected Resources – Priority Table**

#### **Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The County continues to pursue additional funding aggressively and to leverage its funding partnerships with public, private and non-profit groups. CDBG funds do not have a matching requirement.



The Urban County will utilize a variety of funding sources to leverage CDBG funds. These include:

- **General:** The County has some sources of funding for affordable housing. These include Inclusionary Housing In-Lieu fees, Program Income, and competitive State HOME funds. Many of these funds are being spent down and future funding will be at reduced levels. The County will also work with housing developers to pursue LIHTC and NPLH, as well as other funding sources.
- **Federal:** The County uses federal funds to fund a rapid rehousing program that leverages CALWorks funds through the Department of Social Services and the California Whole Person Care through the Department of Health. These funds help keep the Salinas homeless shelter open and serving the entire homeless population of Monterey County.
- **Low Income Housing Tax Credit (LIHTC):** LIHTC is perhaps the single most important funding source available for affordable housing development. The County continues to support funding applications by affordable housing developers to pursue additional LIHTC.
- **No Place Like Home (NPLH):** This program provides funding for acquiring, designing, constructing, rehabilitating, or preserving permanent supportive housing for persons who are experiencing homelessness, chronic homelessness or who are at risk of chronic homelessness, and who need mental health services.
- **Housing Choice Voucher/VASH:** The Housing Authority of the County of Monterey (HACM) operates Rental Assistance programs for County residents. HACM programs are a critical resource for extremely low and low income households. The HACM converted all public housing units county-wide to Project-Based Rental Assistance under the Rental Assistance Demonstration program in 2015.

All public service activities that are funded by the Urban County do provide detailed information on other sources of funding for their activities and this information is reported to HUD separately.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The County of Monterey has committed a 3-acre parcel of County-owned land to be used for the development of a permanent shelter at 855 E. Laurel Drive. The RFQ for the development will be released in May 2022. The County and City of Seaside worked together to develop a shelter on County-owned land which opened in late 2020. In addition to donating the land, the County contributes \$100,000 each year to support the operation of the shelter.

**Discussion**

The County will be implementing a funding methodology that will allow the County and its partners to plan for larger projects by utilizing their overall allocations within a 2- to 3-year time period. This change should reduce overall administration and allow more time to develop larger, more impactful projects.

CDBG regulations limit the maximum amount of annual grant funding that can be used to fund general administration (20 %) and public services (15 %). For FY 2022-2023 this will limit general administration to \$272,048 and public services to \$204,036. The Urban County received 10 requests totaling \$267,217 for public service activities and three proposals for capital projects totaling \$1,066,317. For FY 2022-2023, the Urban County will distribute funds as follows:

- \$899,100 for Capital Projects
- \$188,500 for Public Services (8 projects)
- \$224,106 for Administration
- \$33,000 for Fair Housing Program

These amounts above assume funding based on the estimates in AP-15. If actual allocations differ, funding will be distributed based on the contingency plan outlined in AP-35.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Fair Housing	2020	2024	Non-Homeless Special Needs Fair Housing	N/A	Public Services	CDBG: \$33,000	Public service activities other than Low/Moderate Income Housing Benefit: 365 Persons Assisted
2	Homelessness and Homelessness Prevention	2020	2024	Homeless	N/A	Homeless Services and Homeless Prevention	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 40 Persons Assisted
3	Public Facilities	2020	2024		Low/Mod Areas	Public Facilities	CDBG: \$899,100	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 24,105 Persons Assisted
4	Public Services	2020	2024	Public Services	N/A	Public Services	CDBG: \$163,500	Public service activities other than Low/Moderate Income Housing Benefit: 964 Persons Assisted

**Table 6 – Goals Summary**

## Goal Descriptions

1	<b>Goal Name</b>	Fair Housing
	<b>Goal Description</b>	The Urban County will contract with Legal Services for Seniors to provide fair housing services, landlord/tenant services, and general legal services to seniors.
2	<b>Goal Name</b>	Homelessness and Homeless Prevention Services
	<b>Goal Description</b>	The Urban County will fund Interim, Inc. to operate their MCHOME Program which provides outreach to the mentally ill homeless population with the goal of housing and stabilizing 40 homeless individuals.
3	<b>Goal Name</b>	Public Facilities
	<b>Goal Description</b>	The Urban County will fund up to three public facility projects. The first is pedestrian improvements on Walnut Avenue in the City of Greenfield and the second is a Community Center in the City of Gonzales. If sufficient funds remain after the funding of these two projects, funds will be used to improve sidewalks in the community of Aromas
4	<b>Goal Name</b>	Public Services
	<b>Goal Description</b>	The Urban County will fund six public service activities, in addition to the fair housing and homelessness prevention activities listed above. The activities will fund services from providing community and youth activities, leadership training for youth, food security, and helping community members connect with non-profits and governments agencies.

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

FY 2022-2023 is the Urban County's third year of implementing the CDBG Con Plan for the FY 2020-FY 2024. This program is administered by the U.S. Department of Housing and Urban Development, and provides funding for a variety of projects and programs, with eligibility based on meeting the following national objectives:

- Benefitting low and moderate income persons;
- Eliminating slum and blight; or
- Meeting a particularly urgent community need.

The Urban County plans to expend the CDBG funds to address housing and community development needs identified in the five-year Consolidated Plan. The projects described in this section are consistent with implementing specific activities to address those needs.

### ***FY 2022-2023 Funding Allocation***

As noted in AP-05, HUD has not yet released the CDBG entitlement allocations for FY 2022. Based on guidance from HUD in CPD Notice 22-05, the Urban County is moving forward with the public outreach and comment process using an estimated FY 2022-2023 allocation of \$1,360,229. In addition, the County anticipates receiving \$10,000 in program income during FY 2022.

Per the guidance provided by HUD in CPD Notice 22-05, the Urban County has developed the following contingency strategy to address the actual FY 2022-2023 allocation when it is announced.

If the actual FY 2022-2023 allocation exceeds the estimate, the following adjustments will be made in order:

- Increase the City of Gonzales Community Center Project to \$405,000
- Increase the City of Greenfield Walnut Avenue Pedestrian Improvements Project to \$497,229
- Fund the Urban County Aromas Sidewalk Improvements at \$150,000

If the actual FY 2022-2023 allocation is less than the estimate, all projects will be reduced by a % equal to the reduction in funding.

CDBG regulations limit the maximum amount of annual grant funding that can be used to fund general administration (20 %) and public services (15 %). Based on the estimated allocation amount, for FY 2022-2023 this will limit general administration to no more than \$274,046 and public services to no more than \$204,034. The Urban County received 12 requests totaling \$668,341 for public service activities and three proposals for CDBG funding for capital projects totaling \$1,084,640.

For FY 2022-2023, based on the estimated funds noted above, the Urban County is proposing to

distribute funds as follows:

- \$188,500 for Public Services (8 projects)
- \$257,106 for Administration (including fair housing)

The Urban County has implemented a new funding methodology in which the partner jurisdictions of the Cities of Gonzales, Greenfield, Del Rey Oaks, and Sand City will utilize their overall allocations within a two- to three-year period. For FY 2022, the Urban County received project proposals from the City of Greenfield and the City of Gonzales for FY 2022. The funding schedule is as follows:

- The City of Gonzales will receive its overall allocation of \$808,000 in FY 2022-2023 and FY 2023-2024 in two equal installments of \$404,000 for a Community Center Project as part of the FY 2022-2023 Action Plan.
- The City of Greenfield will receive its overall allocation of \$1,394,006 from FY 2022-2023 through FY 2023-2024 and will be specifically funded at \$495,100 for Walnut Avenue pedestrian improvements as part of the FY 2022-2023 Action Plan.
- The City of Sand City will receive its overall allocation of \$30,000 in FY 2023-2024 and FY 2024-2025.
- The City of Del Rey Oaks will receive its \$50,000 allocation in FY 2024-2025.

**Expenses Incurred Prior to July 1, 2020**

As part of the requirements to participate in the CDBG program, the Urban County is required to prepare the FY 2022-2023 Action Plan. The Urban County has incurred expenses in preparation of the Action Plan prior to the start of the CDBG program on July 1, 2022. As permitted by the CDBG program, the Urban County will seek reimbursement of these expenses from the FY 2022-2023 CDBG allocation of planning and administration funds.

**Program Income**

Should the Urban County receive unanticipated program income of up to \$99,999, it will be used to augment the County sidewalk projects. If the Urban County receives program income in excess of \$100,000, it shall be retained and awarded to new projects during FY 2022-202.

**Projects**

#	Project Name
1	Outreach Services (Alliance on Aging)
2	South County Youth Program and Services (Boys & Girls Club of South Monterey)
3	Pajaro Parks Program (Central Coast YMCA)
4	After School Program (Girls Inc. of the Central Coast)
5	MCHOME – Street Outreach (Interim, Inc.)
6	Legal Services for Seniors (Legal Services for Seniors)
7	Home Delivered Meals (Meals on Wheels Monterey Peninsula, Inc.)
8	Home-delivered Meal Program (Meals on Wheels of Salinas Valley, Inc.)

#	Project Name
9	Aromas Sidewalk Improvement (Urban County)
10	Walnut Avenue Pedestrian Improvements (City of Greenfield)
11	Community Center Project (City of Gonzales)
12	Fair Housing and Tenant/Landlord (Eden Council for Hope and Opportunity)
13	General Administration

**Table 7 - Project Information**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The following Priority Needs, which were established as part of the County’s FY 2020-2024 Consolidated Plan, form the basis for allocating investments geographically within the Urban County during the next five-year period and are a result of various community outreach efforts and consultation meetings conducted during the Citizen Participation process.

- Improvements to infrastructure and public facilities in order to foster a suitable living environment for low and moderate income households and those with special needs.
- Provision of services and program to benefit low and moderate income households and those with special needs, such as youth (and at-risk youth), seniors, farmworkers, and the disabled.
- Provision of services for the homeless and those at risk of becoming homeless.
- Provision of affordable housing to low and moderate income households and those with special needs.
- Adequate staff time and resources to implement the CDBG-funded programs and to monitor program achievements.

Only eligible activities that received a High priority level in the FY 2020-2024 Consolidated Plan were funded on FY 2022-2023. Unfortunately, the demand for all types of activities greatly exceeds the financial resources available to the Urban County.

The Urban County has an agreement to allocate certain funds to cities for whom the Urban County manages the CDBG allocation. In FY 2022-2023, the Urban County will allocate funds to the cities of Greenfield and Gonzales. The City of Gonzales will leverage CDBG funds with other funds to build a Community Center to serve a low/mod income community. The City of Greenfield will use CDBG funds for pedestrian improvements in a low/mod income area.

The lack of adequate funding is a critical obstacle to addressing the underserved needs. The Urban County is continuing to explore ways it can use its CDBG, and other resources, to meet the needs of the low/moderate income people who live in Monterey County. Aside from the limited financial resources that are available, the Urban County is challenged to meet the needs of this population because the majority live in the entitlement communities of the cities of Monterey, Salinas and Seaside.

## AP-38 Project Summary

### Project Summary Information

<b>1</b>	<b>Project Name</b>	Outreach Services (Alliance on Aging)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	<p>AOA provides outreach &amp; benefits assistance to seniors in multiple senior venues throughout South County. In addition, since April of 2021, AOA has had a weekly presence at Taylor Farms/SVMH Health &amp; Wellness Center in Gonzales where staff offer information and benefits assistance. AOA has invited other senior providers to join them on site and the clinic is becoming a hub for the patients as well as other seniors and their families seeking information and resources. Alliance on Aging has been and will be participating with Meals on Wheels in their new South County Socials Initiative.</p> <p>1. Matrix Code - 05A (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes, elderly persons aged 62 or older; 4. Performance Objective - Fair Housing and Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to services for approximately 260 persons of at least 62-years of age.</p>
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	260 seniors living in the rural areas of Monterey County
	<b>Location Description</b>	The Alliance on Aging (AOA) is proposing to provide services in the South County at a location in the City of Gonzales where staff can provide direct services to older adults on a regular scheduled basis. Clients will have access to the full range of AOA's services at this site on that scheduled day. The identified site is the Taylor Farms Family Health and Wellness in Gonzales which serves many older adults from South County.



	<b>Planned Activities</b>	<p>With the CDBG funding, AOA will expand its services in South County, where AOA will partner with Salinas Valley Memorial Hospital (SVMH) and Taylor Farms at their clinic in Gonzales. AOA will offer social support and wellness to their older adult patients and their families. AOA will have the use of space at the clinic at least one day every week; which would offer a regular weekly presence in South County. Residents will not have to travel so far to get information/services from the Alliance and their partners. The information will be provided in Spanish and English.</p> <p>The proposed activities include:</p> <ul style="list-style-type: none"> <li>• Provide senior resources, information, and referrals to individuals and groups of people as necessary</li> <li>• Assess needs on an individual basis, coordinate services, and refer as necessary.</li> </ul> <p>Provide individual assistance with completing low income assistance forms, i.e. benefits check-up.</p>
2	<b>Project Name</b>	South County Youth Programs and Services (Boys & Girls Club)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	<p>South County Youth Programs &amp; Services provides hundreds of youth and their families with Girls' Health in Girls Hands' programming and summit attendance, back to school supplies, and special event opportunities such as the Chevron Soccer Academy and Adopt-A-Family holiday program. The beneficiaries attend Fairview Middle School and are enrolled in the free school lunch program. .</p> <p>1. Matrix Code – 05D (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility for 100 low income youth.</p>
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	100 low income youth
	<b>Location Description</b>	Fairview Middle School
<b>Planned Activities</b>	Community Services including nutrition support (delivered meals), outreach activity kits (summer & holiday), and virtual programming. Onsite programming in Gonzales and at Camphora Apartments will begin when schools reopen.	

<b>3</b>	<b>Project Name</b>	Pajaro Parks Program (Central Coast YMCA)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$24,000
	<b>Description</b>	<p>Central Coast YMCA will provide year-round organized sports leagues for children and youth at Pajaro Park, including soccer, T-ball and basketball. Central Coast YMCA's Pajaro Park youth sports leagues will benefit 260 total youth/192 low income youth who are residents of Pajaro. Census data shows that of roughly 3,000 Pajaro residents, 94.1% are Hispanic/Latino, and 34.8% of the population is under 18. Pajaro lacks community spaces to exercise, and many residents live in crowded housing. Young people in Pajaro will benefit from safe spaces to exercise, leading to improved health and wellness, and lower rates of obesity and diabetes.</p> <p>1. Matrix Code - 05L (24CFR570.201(e)); 2. National Objective - LMA (24CFR570.208(a)); 3. Presumed Benefit – N/A. According to the HUD released LMI Area Data based on ACS-2011-2015, the Pajaro CDP population is 94.1% low/mod.; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability of programs that serve approximately 260 persons in a community that is 94.1% low-moderate income.</p>
	<b>Target Date</b>	6/30/2022
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	260 youth
	<b>Location Description</b>	Pajaro Park, 24 San Juan Road, Pajaro. Park is open during daylight hours, with classes, special events and sports leagues scheduled at various times based on season, program and availability of participants.
<b>Planned Activities</b>	This is an ongoing project. Central Coast YMCA conducts outreach via flyers distributed to Pajaro Middle School, Pajaro apartment complexes, and residents' utility billings, via an activity board in Pajaro Park that lists current and upcoming events, via announcements at Our Lady of the Assumption Church, and advertisements on social media such as Facebook. Our most successful promotion and outreach strategy is word of mouth from participants.	
<b>4</b>	<b>Project Name</b>	After School Program (Girls, Inc.)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services

	<b>Funding</b>	CDBG: \$14,500
	<b>Description</b>	Provide youth development and prevention services to low-income girls, ages 9-18, in North Monterey County and Greenfield through a series of after-school programs at 7 school sites. The program will offer 5 age-appropriate programs that (1) encourage girls to pursue a college education and plan for future careers; (2) provide paid internships to program graduates to develop leadership and employment skills, while mentoring younger girls; (3) develop skills in resisting pressure from others to engage in risky behaviors; and (4) promote positive, open communication between mothers and daughters. 1. Matrix Code - 05D (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - No; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility for 255 low income youth.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	255 low income youth
	<b>Location Description</b>	Greenfield and the unincorporated area of North County
	<b>Planned Activities</b>	Girls Inc. will provide developmentally appropriate after-school programming for girls, ages 9 -18, at 7 elementary, middle and high school sites in North Monterey County and Greenfield. We will hire teens that have graduated from prior years' programs as facilitators and mentors to younger girls. 93% of girls served have been Latina, whose families work in the agricultural or tourist industry. For 90%, the home language is Spanish. A minimum of 85% of families has incomes below \$50,000/year.
5	<b>Project Name</b>	MCHome Street Outreach (Interim, Inc.)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Homeless and Homeless Prevention Services
	<b>Needs Addressed</b>	Homeless and Homeless Prevention Services Public Services
	<b>Funding</b>	\$25,000

	<b>Description</b>	This funding will focus on outreaching those homeless individuals in the unincorporated areas of the county as well as in Sand City, Del Rey Oaks, Gonzales, and Greenfield. The homeless population in these areas will benefit as they will get access to mental health services as well as increased access to motel rooms to limit congestion in homeless encampments and assistance to get on the path to housing. 1. Matrix Code – 03T (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes, homeless; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome – Availability/Accessibility to programs that serve 40 homeless individuals.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	40 homeless individuals
	<b>Location Description</b>	Unincorporated areas of the county as well as in the City of Sand City, Del Rey Oaks, Gonzales, and Greenfield
	<b>Planned Activities</b>	Interim's MCHOME program will work to reach the hard to reach mentally ill homeless population and provide them with the tools to not only stabilize their mental health but also get them on the path to housing. A total of 200 bed nights will be provided to those who are receiving needed mental health services, while they prepare for appointments with housing providers, and other medical professionals.
<b>6</b>	<b>Project Name</b>	Legal Services for Seniors (LSS)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Fair Housing
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	LSS is proposing to provide direct legal services to 300 low-income seniors in Unincorporated Monterey County and the Cities of Gonzales, Greenfield and Sand City and provide 4 workshops in those locations educating seniors, their families and caregivers, and the public on issues related to housing security. 1. Matrix Code – 05J (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)(2)(i)(A)); 3. Presumed Benefit - Yes, elderly persons aged 62 or older; 4. Performance Objective - Fair Housing and Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Availability/Accessibility to services for approximately 300 persons of at least 62-years of age.
	<b>Target Date</b>	6/30/2023

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	300 low income seniors
	<b>Location Description</b>	Salinas Office: 247 Main Street, Salinas, CA 93901 - Tuesday & Thursday from 9:00 a.m. to 2:00 p.m. Seaside Office: 915 Hilby Avenue, Suite 2, Seaside, California 93955 - open Monday through Friday from 9:00 a.m. to 5:00 p.m. Weekly outreach appointments at 8 locations on Tuesdays in easily accessible locations: <ul style="list-style-type: none"> <li>• King City (Housing Authority site),</li> <li>• Greenfield (Monterey County Free Library),</li> <li>• Soledad (Monterey County Free Library),</li> <li>• Gonzales (City of Gonzales City Hall).</li> <li>• Prunedale Senior Center</li> <li>• Carmel (Carmel Foundation),</li> <li>• Carmel Valley (Monterey County Free Library)</li> </ul>
	<b>Planned Activities</b>	LSS will provide direct legal services to 300 low income seniors in the Urban County and provide 4 workshops/seminars with total audience of 100 on recognizing and preventing elder abuse (financial, physical and emotional). Services include fair housing, landlord/tenant representations and income maintenance to help avoid homelessness.
7	<b>Project Name</b>	Home Delivered Meals (Meals on Wheels Monterey Peninsula, Inc.)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	\$25,000
	<b>Description</b>	The Home Delivered Meals program addresses food insecurity among clients in Monterey County, 73% of whom cite food as their number one need. The program benefits low-income clients who cannot shop or cook for themselves and who have no full-time caregiver in the home to prepare meals. 94% of clients will be low-income and will not have the requisite income to meet their basic needs. 1. Matrix Code – 05A (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)); 3. Presumed Benefit – Yes, elderly, aged 62 or older; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome – Availability/Accessibility to provide home delivered meals to 75 elderly clients.
	<b>Target Date</b>	6/30/2023

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	75 low income seniors
	<b>Location Description</b>	City of Sand City, Del Rey Oaks and Big Sur
	<b>Planned Activities</b>	Home delivered meals will be provided to low-income, frail, elderly, veteran, and disabled homebound clients and isolating Covid-positive families in Sand City, Del Rey Oaks and Big Sur. The program also includes a daily wellness check from a caring volunteer and daily socialization with that volunteer.
<b>8</b>	<b>Project Name</b>	Home-delivered Meal Program (Meals on Wheels of the Salinas Valley)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$25,000
	<b>Description</b>	Our home-delivered meal program serves homebound seniors, 62 and older, who can't shop or cook for themselves. They live in Gonzales, Greenfield, and other unincorporated areas of the Salinas Valley. Approximately 14 seniors will have a choice or receiving either 5 or 7 main meals ever week for a year with funding. 1. Matrix Code – 05A (24CFR570.201(e)); 2. National Objective - LMC (24CFR570.208(a)); 3. Presumed Benefit – Yes, elderly, aged 62 or older; 4. Performance Objective - Public Services; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome - Sustainability for the program to service 14 seniors who are otherwise unable to shop or cook for themselves.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	14 low income seniors
	<b>Location Description</b>	Cities of Gonzales, Greenfield and other unincorporated areas of the Salinas Valley
<b>Planned Activities</b>	This program will serve approximately 14 homebound seniors their choice of either 5 or 7 main meals every week for a year. They will receive a supplement to the main meals which consists of a large bag of fresh fruits and vegetables, bread, pasta, peanut butter, and other non-perishables items such as tuna fish, cereal, soups, and other available items.	
<b>9</b>	<b>Project Name</b>	Aromas Sidewalk Improvements (County of Monterey)
	<b>Target Area</b>	

	<b>Goals Supported</b>	Public Facilities
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	\$100,000
	<b>Description</b>	<p>Sidewalk improvements on the westerly side of Carpenteria Road between Aromas Road and Blohm Avenue in the Aromas area. The approximately 1,200 linear feet of sidewalks will connect Aromas School with the Aromas Community Park.</p> <p>1. Matrix Code – 03L (24CFR570.201(c)); 2. National Objective - LMA (24CFR570.208(a)); 3. Presumed Benefit – N/A; 4. Performance Objective – Public Facilities; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome – Sustainability for XXX residents in the Aromas community.</p>
	<b>Target Date</b>	6/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This project will be available to the entire population of Aromas but will primarily benefit the estimated 72 people with disabilities in Aromas.
	<b>Location Description</b>	
	<b>Planned Activities</b>	
10	<b>Project Name</b>	Walnut Avenue Pedestrian Improvements (City of Greenfield)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	\$495,100
	<b>Description</b>	<p>The project consists of widening Walnut Avenue beginning at the Walnut Avenue Interchange traversing westerly past Mary Chapa elementary and middle school frontage and terminating at El Camino Real. The project includes construction of one additional lane and sidewalk southerly of Walnut. The project is a necessary safety enhancement connecting 334 very low, low, and farmworker housing units to the Mary Chapa school site and commercial uses. The project will facilitate safe pedestrian and vehicular movement between residential and commercial uses for approximately 1,000 low income residents in Greenfield.</p> <p>1. Matrix Code – 03K (24CFR570.201(c)); 2. National Objective - LMA (24CFR570.208(a)); 3. Presumed Benefit – N/A; 4. Performance Objective – Public Facilities; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome – Sustainability for 14,485 residents in the Walnut Avenue area of the City of Greenfield.</p>

	<b>Target Date</b>	6/30/2025
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The project will be available to all of Greenfield’s 16,810 residents, of which 14,485 are low/mod income.
	<b>Location Description</b>	Walnut Avenue in the City of Greenfield
	<b>Planned Activities</b>	Construction of approximately 1,500 linear feet of one new traffic lane and sidewalk on south side of Walnut Avenue between Highway 101 and El Camino Real.
<b>11</b>	<b>Project Name</b>	Community Center Project (City of Gonzales)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	\$404,000
	<b>Description</b>	<p>The 3.7-acre project site is located on 5th Street in the City of Gonzales. The project site is a vacant, infill parcel. The site was previously developed with housing and is bisected by Gabilan Court. The proposed project includes development of a an approximately 23,000 square foot community center facility featuring an approximately 6,000 square foot County library (which replaces the existing County library at 851 5th Street), an approximately 4,000 square foot teen center, and an approximately 13,300 square foot community center building organized around a central courtyard and amphitheater for indoor/outdoor connections. The project also includes a free-standing 12,100 square foot gymnasium building with an indoor multi-court, restrooms, lobby, storage, and support space. The amphitheater would involve the use of amplified sound equipment for outdoor events and performances in the evening and may also involve the use of temporary outdoor lighting. The site plans include 117 parking stalls and landscaping. Site access would be via a single driveway on 5th Street. The project would employ four City employees (two full-time, two part-time).</p> <p>1. Matrix Code – 03E (24CFR570.201(c)); 2. National Objective - LMA (24CFR570.208(a)); 3. Presumed Benefit – N/A; 4. Performance Objective – Public Facilities; 5. Performance Measure - Create Suitable Living Environments; 6. Performance Outcome – Availability/Accessibility for XX residents in the City of Gonzales.</p>
	<b>Target Date</b>	6/30/2024



	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The project will be open to all 11,750 Gonzales residents, of which 9,620 are low/mod income.
	<b>Location Description</b>	On 5 <sup>th</sup> Street in the City of Gonzales
	<b>Planned Activities</b>	Demolition, grading, construction
<b>12</b>	<b>Project Name</b>	Fair Housing Services (Eden Council for Hope and Opportunity)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facilities
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	\$33,000
	<b>Description</b>	This project provides for County costs to provide fair housing services as part of the administration of the CDBG program. 1. Matrix Code – 21D (24CFR570.206(a)(1)); 2. National Objective- Per the 2013 CDBG Guide to National Objectives & Eligible Activities for Entitlement Communities: costs that are appropriately charged to this category are presumed to meet a CDBG national objective and a grantee does not have to maintain any other documentation for this purpose (24CFR570.208(d)(4)); 3. Presumed Benefit- N/A; 4. Performance Objective - N/A; 5. Performance Measure - N/A; 6. Performance Outcome -N/A.
	<b>Target Date</b>	6/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	N/A – services are available to all Urban County residents
	<b>Planned Activities</b>	The provision of fair housing services
<b>13</b>	<b>Project Name</b>	General Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	Fair Housing Homelessness and Homeless Prevention Services Public Facilities Public Services
	<b>Needs Addressed</b>	Planning and Administration
	<b>Funding</b>	CDBG: \$224,106

<b>Description</b>	This project provides for County costs to administer the CDBG program. 1. Matrix Code – 21D (24CFR570.206(a)(1)); 2.National Objective- Per the 2013 CDBG Guide to National Objectives & Eligible Activities for Entitlement Communities: costs that are appropriately charged to this category are presumed to meet a CDBG national objective and a grantee does not have to maintain any other documentation for this purpose (24CFR570.208(d)(4)); 3. Presumed Benefit- N/A; 4. Performance Objective - N/A; 5. Performance Measure - N/A; 6. Performance Outcome -N/A.
<b>Target Date</b>	6/30/2023
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	There are no direct beneficiaries associated with the County's management of the CDBG funds.
<b>Location Description</b>	The Housing and Community Development Department office is located at 1441 Schilling Place – 2 <sup>nd</sup> Floor South, Salinas, CA 93901. County staff makes annual site visits to Subrecipients and provides on-site technical assistance as requested by the Subrecipients.
<b>Planned Activities</b>	Preparation of required subrecipient agreements, grant reporting, monitoring of subrecipients, and public noticing.

**Table 8 – Project Summary**

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Urban County has not established specific target areas where CDBG funds will be focused. Monterey County covers over 3,000 square miles and is composed of the cities of Del Rey Oaks, Gonzales, Greenfield and Sand City, and the unincorporated areas of Monterey County. Outside of the cities there are very few areas of low income and minority concentration. The census block groups that do have concentrations of low income and minority populations are either densely concentrated in the communities of Castroville and Pajaro or so widely disbursed that it is not possible to focus on those areas.

### Geographic Distribution

The Urban County has not established any specific target area for expending CDBG funds.

### Geographic Distribution

Target Area	Percentage of Funds
N/A	N/A

Table 9 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The Urban County has not established specific geographic target areas where CDBG funds will be focused. Housing and community development needs in the Urban County far exceed the availability of funding to address those needs. Annually, Urban County staff and the CDBG Ad Hoc Committee will evaluate applications for funding based on several factors, including:

- Urgency of needs;
- Availability of other funding sources; and
- Project feasibility and cost effectiveness.

### Discussion

See discussion above.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

With a limited CDBG allocation, the Urban County does not anticipate expending a significant portion of its CDBG funds on providing affordable housing. Other funding sources, such as State HOME funds, inclusionary housing in-lieu fees, and Housing Successor Agency funds will be the primary sources of funding to address affordable housing needs in the Urban County.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

**Table 10 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

**Table 11 - One Year Goals for Affordable Housing by Support Type**

### Discussion

The Urban County is not allocating funds to affordable housing during FY 2022-2023.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Housing Authority County of Monterey (HACM) is a public agency that provides rental assistance and manages affordable housing throughout Monterey County. Beginning in 2015, the HACM initiated the process of converting the public housing developments into project-based rental assistance units through HUD's Rental Assistance Demonstration (RAD) program. That conversion process has been completed. The HACM has established the Monterey County Housing Authority Development Corporation (HDC) to manage former public housing developments. There are 22 properties with 1,091 units under HDC management. Approximately one-quarter of the units are restricted to farmworker families. Another quarter of the units are restricted to seniors or persons with disabilities.

Six HDC-managed affordable housing projects are in the Urban County area.

- HDC has three properties in the unincorporated areas of the Urban County, including the 48-unit Paseo de las Rosas in Castroville, and 29-unit Vista del Valle in Chualar. These properties are restricted to occupancy by farmworker families. The 79-unit Rippling River property located in Carmel Valley is restricted to seniors or persons with disabilities.
- HDC has two housing developments in Gonzales, the 20-unit Casa de Oro and 30-unit Casa Santa Lucia. Casa de Oro is restricted to seniors or persons with disabilities.
- HDC has one housing development in Greenfield, the 50-unit Los Ositos. This property is restricted to seniors.
- There are currently no housing developments located in Sand City or Del Rey Oaks.

### **Actions planned during the next year to address the needs to public housing**

HACM privatized all public housing and placed them under the control of HDC. During the coming years, HDC will continue to modernize and rehabilitate or tear down and rebuild former public housing units through the HUD RAD program.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

A range of activities are required or promoted by HACM to increase resident involvement in the housing program. These include:

- Requiring each adult household member to participate in eight hours of community services.
- Conducting tenant meetings to receive input from residents.
- Conducting specific meetings before the HACM board regarding tenant involvement.
- Encouraging the installation of neighborhood watch programs.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be**

**provided or other assistance**

The HACM is not designated as "troubled."

**Discussion**

See discussion above.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Homeless and Homeless Prevention Services are identified as a high priority need in the FY 2020 - 2024 Consolidated Plan. For FY 2022-2023, the Urban County anticipates expending approximately 13% of the funding allocated to public services (\$188,500 total) to provide homeless and homeless prevention services through the following:

- Outreach services to seniors in rural areas of South County to provide resources, information, and referrals senior services
- Case management for homeless at-risk youth in transitional housing - Rancho Cielo

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The Urban County is providing funding for one program that primarily serve the homeless or those at risk of homelessness. The MCHOME Program will provide street outreach, motel stays, and linkage to services setting them on the stable housing pathway. This program expects to serve 40 or more homeless individuals.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The MCHOME Program will provide both emergency shelter and linkages to resources that can assist homeless individuals with obtaining transitional housing.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The Continuum of Care (COC) system provides a range of housing options and services. The Urban County will continue to rely on that vast network of public and nonprofit agencies. Outreach, assessment, and case management services are offered through this network to assist the homeless in obtaining appropriate services. The COC system strives to provide and expand housing opportunities for the homeless and formerly homeless, through emergency shelters, transitional housing, supportive housing, and permanent housing.

#### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities,**

**foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The Veterans Transition Center, which is funded through the COC and the Urban County, provides services to those who are being discharged from health care facilities, mental health facilities, and corrections programs and institutions.

In FY 2022-2023, the Urban County will fund a number of agencies that help low income individuals and families from becoming homeless, as shown below:

- Meals on Wheels of Salinas Valley and Meals on Wheels Monterey Peninsula both delivers meals to homebound individuals daily all over Monterey County. This assists the low income population by reducing their food expense which allows them to use more income for housing, medical, and other monthly expenses.
- Alliance on Aging Outreach Services assists low income seniors to obtain the information and benefits they need, helping them maintain stable housing.
- Legal Services for Seniors provides legal assistance to ensure that those issues do not contribute to low income seniors becoming homeless.
- Eden Council for Hope and Opportunity provides free fair housing services to help ensure low income residents are not discriminated against in housing choice, thereby helping them stay stably housed.

### **Discussion**

See discussion above.



## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction**

The Urban County strives to mitigate local barriers to affordable housing by offering incentives to encourage affordable housing development. Market and governmental factors out of the Urban County's control pose constraints to the provision of adequate and affordable housing. These factors, such as the cost of labor and construction materials, cost of land, or availability of financing, in addition to otherwise positive statewide and national policies such as prevailing wage requirements, environmental protection, and California Coastal Act, often increase the cost of housing. These factors tend to disproportionately impact low and moderate income households due to their limited resources to afford houses whose prices are increased out of their range due to these factors. Individually, Other local factors that could potentially impede affordable housing development include:

- Residential Land Use Policies
- Development Regulations
- Development Review Process

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The individual jurisdictions in the Urban County also have the following tools to mitigate the cost of housing development.

- Density Bonus: State density bonus law provides density increases, along with other regulatory concessions and incentives in exchange for affordable housing.
- Accessory Dwelling Units (ADUs): Jurisdictions are required to permit Accessory Dwelling Units through a ministerial process.
- Streamline Processing: All local jurisdictions are required to adhere to the Streamline Processing Act to reduce the time associated with project review and approval.
- CEQA Exemption: Affordable housing and infill housing projects are exempt under the California Environmental Quality Act (CEQA).

Between 2017 and 2020, the State of California enacted numerous laws directed at creating new affordable housing. The Urban County has begun analyzing how these laws can be used to contribute to the supply of affordable housing in Monterey County. Monterey County is also reanalyzing its current Inclusionary Housing Ordinance and preparing to redraft it to make it a more impactful affordable housing program.

The Urban County is currently developing the sixth cycle Housing Element for submission to the state by

December 2023. The Housing Element identifies parcels and properties which can be rezoned to a greater density to encourage the development of affordable housing.

**Discussion**

See discussion above.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction**

This section discusses the Urban County's efforts in addressing underserved needs, developing the institutional structure for delivering housing and community development activities, and expanding and preserving affordable housing opportunities.

### **Actions planned to address obstacles to meeting underserved needs**

Based on the results of the community outreach process, the Urban County's most underserved groups are the homeless and youth. Generally, the lack of funding is the most critical obstacle to meeting the needs of these groups. The Urban County intends to help bridge the gap by allocating CDBG funds to homeless, homeless prevention, and youth programs.

CDBG funds are limited. Therefore, the Urban County will continue to rely on the existing network of public and nonprofit agencies to deliver a variety of housing and supportive services for the homeless and youth in the community.

### **Actions planned to foster and maintain affordable housing**

The Urban County will continue to foster and maintain affordable housing by mitigating the cost of housing development through the following:

- **Density Bonus:** State density bonus law provides density increases, along with other regulatory concessions and incentives in exchange for affordable housing.
- **Accessory Dwelling Units (ADUs):** Jurisdictions are required to permit Accessory Dwelling Units through a ministerial process.
- **Streamline Processing:** All local jurisdictions are required to adhere to the Streamline Processing Act to reduce the time associated with project review and approval.
- **CEQA Exemption:** Affordable housing and infill housing projects are exempt under the California Environmental Quality Act (CEQA).

Between 2017 and 2020, the State of California enacted numerous laws directed at creating new affordable housing. The Urban County has begun analyzing how these laws can be used to contribute to the supply of affordable housing in Monterey County. Monterey County is also reanalyzing its current Inclusionary Housing Ordinance and preparing to redraft it to make it a more impactful affordable housing program. In addition, the Urban County will continue to pursue funding from the State and Federal levels to support new construction, rehabilitation, and acquisition/rehabilitation of affordable housing.

### **Actions planned to reduce lead-based paint hazards**

In Monterey County, lead poisoning is addressed by the Monterey County Health Department Childhood

Lead Poisoning Prevention Program (CLPPP). CLPPP provides services to the community to:

- Increase awareness of the hazards of lead exposure
- Reduce lead exposure
- Increase the number of children assessed and appropriately blood tested for lead poisoning

A public health nurse provides home visitation and case management, and a registered environmental health specialist provides environmental home inspections to families of children found to be severely lead-poisoned. Local code enforcement staff will continue to provide information on lead-based paint hazards and resources to abatement.

### **Actions planned to reduce the number of poverty-level families**

The Urban County seeks to reduce the number of people living in poverty (extremely low-income households earning less than 30 % of the AMI) by providing several programs, including housing assistance, supportive services, economic development assistance, and job training opportunities. This anti-poverty strategy utilizes existing County job training and social service programs to increase employment marketability, household income, and housing options.

### **Actions planned to develop institutional structure**

Urban County staff will continue to communicate with local HUD staff, consult with neighboring CDBG jurisdictions, and attend HUD trainings to expand their knowledge in the CDBG program.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The Urban County will continue to coordinate with public and private housing and services agencies to deliver housing and community development activities in the Urban County area. Various agencies will continue to be invited to attend public meetings related to the CDBG program. The Urban County will continue to maintain and expand the outreach list for the CDBG program.

### **Discussion**

See discussion above.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

# **APPENDIX A**

## **Proofs of Publication**

- Notice of Funding Availability
- Notice of 30-Day Public Comment Period and Public Hearing

## **Public Comments Received**

- no public comments were received

COUNTY OF MONTEREY

COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY 2022-2023 ANNUAL ACTION PLAN
NOTICE OF FUNDING AVAILABILITY

NOTICE OF PUBLIC MEETING
Friday, January 7, 2022

The County of Monterey, in cooperation with the cities of Del Rey Oaks, Gonzales, Greenfield and Sand City is an entitlement jurisdiction participating in the U.S. Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) Program.

The County of Monterey will conduct a public workshop to obtain public input on the Urban County's unmet housing and community development needs for low- and moderate-income persons as well as potential activities to address those needs as they relate to CDBG Program eligible activities.

Key Dates

- December 10, 2021 - Application Portal Opens
January 7, 2022 - Application Workshop
January 21, 2022 - Application Portal Closes
July 1, 2022 - Subrecipients may begin using funds
June 30, 2023 - End of Public Service activities

The Urban County anticipates receiving CDBG funds of approximately \$1,392,000 during PY2022-23. As part of the Consolidated Plan, the Urban County planned on allocating \$410,000 to the City of Gonzales and \$700,000 to the City of Greenfield in PY2022-23 for projects within those cities.

All potential CDBG funding applicants are strongly encouraged to attend a virtual workshop to apply to the County of Monterey on January 7, 2022 from 9:00 a.m. to 11:00 a.m. The workshop will be livestreamed. All applications must be submitted through the City Data Services portal by 5:00 p.m. on January 21, 2022.

IMPORTANT NOTICE REGARDING COVID 19

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, the Urban County Application Workshop will be held entirely by telephonic conference.

You are strongly encouraged to observe the live stream of the Urban County 2021-2022 Application Workshop at: https://montereycty.zoom.us/j/97051049440?pwd=N1ZrS3pQR2inc05YM2VKeTd0ERsZz09

- 1. If you do not have access to a computer, you may still call into the meeting and participate by calling the following number: 1 669 900 6833, and entering the following passcode 166264
2. If you choose not to view the livestream of the Workshop but wish to make a comment on a specific community development needs or have specific question regarding the Urban County application, please submit your comment or question, limited to 250 words or less, via email by 5:00 p.m. on Thursday, January 6, 2022. Please submit your comment to Darby Marshall at MarshallD@co.monterey.ca.us. Your comments and/or questions will be placed into the record during the Workshop.
3. If you are watching the live stream of the Workshop and wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please select the "raise hand" option on the Zoom screen, and your microphone will be unmuted so you can speak. To select the "raise hand" option, click on the "participants" icon at the bottom of your Zoom screen, then click the "raise hand" icon next to your name.
4. Please do not use the "Chat" function for any comments you wish to enter into the record as Zoom does not capture them.

If you require language translation, physical assistance, or other accommodations to attend or participate in the workshop, please contact Anita Nachor at (831) 755-5390 by January 4, 2022.

MONTEREY COUNTY
WEEKLY

668 Williams Ave
(831) 394-5656
Seaside, CA 93955

Proof of publication

State of California
County of Monterey

I am a citizen of the United States and a resident of the State of California. I am over the age of 18 years and not party to or interested in the above-entitled matter.

I am the principal clerk of Monterey County Weekly, a newspaper of general circulation, published weekly by Milestone Communications, Inc. in the City of Seaside, County of Monterey, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit.

Dec. 2, 2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Name.....Linda S. Maceira

Signature.

Linda S. Maceira

Dated:.....Dec. 2 2021..Monterey, California

**PROOF OF PUBLICATION**

STATE OF CALIFORNIA  
County of Monterey

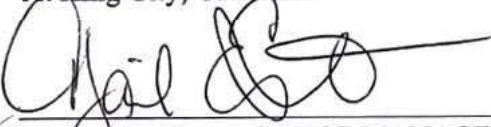
This space is for the county clerk's filing stamp

I am a citizen of the United States and a Resident of the County aforesaid: I am Over the age of eighteen years and not a Party to or interested in the above-Entitled matter. I am the principal clerk of the printer of The King City Rustler, Greenfield News, Soledad Bee, and Gonzales Tribune newspapers of general Circulation by The Superior Court of the County of Monterey, State of California: that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspapers and not in any supplement thereof on the following dates, to wit:

12-1

I certify (or declare) under penalty of perjury that the forgoing is true and correct.

Executed on: 12-1-2021

At King City, California  
  
GAIL ESTEBAN, OFFICE MANAGER

No: **PUBLIC NOTICE**

COUNTY OF MONTEREY COMMUNITY DEVELOPMENT BLOCK GRANT URBAN COUNTY 2022-2023 ANNUAL ACTION PLAN NOTICE OF FUNDING AVAILABILITY NOTICE OF PUBLIC MEETING  
Friday, January 7, 2022  
The County of Monterey, in cooperation with the cities of Del Rey Oaks, Gonzales, Greenfield and Sand City is an entitlement jurisdiction participating in the U.S. Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) Program. The County's CDBG Program covers the unincorporated areas and the cities of Del Rey Oaks, Gonzales, Greenfield and Sand City collectively known as the "Urban County" for CDBG purposes. The County and cities are seeking proposals for eligible projects to be funded with CDBG funds in Program Year (PY) 2022-23 (7/1/22 - 6/30/23).  
The County of Monterey will conduct a public workshop to obtain public input on the Urban County's unmet housing and community development needs for low- and moderate-income persons as well as potential activities to address those needs as they relate to CDBG Program eligible activities. The County will also hold a CDBG program workshop for potential applicants regarding the PY2022-23 CDBG funding, to explain the County's CDBG funding application process, present the application timeline, and provide technical application assistance to potential

applicants.  
Key Dates  
December 10, 2021 - Application Portal Opens  
January 7, 2022 - Application Workshop  
January 21, 2022 - Application Portal Closes  
July 1, 2022 - Subrecipients may begin using funds  
June 30, 2023 - End of Public Service activities  
The Urban County anticipates receiving CDBG funds of approximately \$1,392,000 during PY2022-23. As part of the Consolidated Plan, the Urban County planned on allocating \$410,000 to the City of Gonzales and \$700,000 to the City of Greenfield in PY2022-23 for projects within those cities. CDBG funds may be utilized for public services (limited to 15% of the grant), affordable housing, public facilities, economic development, and program administration (limited to 20% of the grant). The Urban County anticipates funding public services on a two-year cycle, e.g., subrecipients funded as result of this NOFA will receive funding through June 30, 2024. The Urban County does not anticipate making additional public service funding available in 2023-2024.  
All potential CDBG funding applicants are strongly encouraged to attend a virtual workshop to apply to the County of Monterey on January 7, 2022 from 9:00 a.m. to 11:00 a.m. The workshop will be livestreamed. All applications must be submitted through the City Data Services portal by 5:00 p.m. on January 21, 2022. The CDBG application forms can be accessed beginning December 10, 2021 by logging onto [www.city-dataseservices.net](http://www.city-dataseservices.net) and using

MONT2022 (case sensitive) as both the Username and Password. IMPORTANT NOTICE REGARDING COVID 19 Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID 19 virus, the Urban County Application Workshop will be held entirely by telephonic conference. There will be no physical location for this meeting. To participate in this Workshop meeting, members of the public are invited to observe and address the staff telephonically. You are strongly encouraged to observe the live stream of the Urban County 2021-2022 Application Workshop at: <https://montereycty.zoom.us/j/97051049440?pwd=NlZrS3pQR2tn-c05YM2VKeTdlOERsZz09>  
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shop and wish to make either a general public comment for items not on the day's agenda or to comment on a specific agenda item as it is being heard, please select the "raise hand" option on the Zoom screen, and your microphone will be unmuted so you can speak. To select the "raise hand" option, click on the "participants" icon at the bottom of your Zoom screen, then click the "raise hand" icon next to your name.  
4. Please do not use the "Chat" function for any comments you wish to enter into the record as Zoom does not capture them.  
If you require language translation, physical assistance, or other accommodations to attend or participate in the workshop, please contact Ar Nachor at (831) 755-53 by January 4, 2022.  
31 - PUB 12/01/2021



Attachment 2

2022-23 Urban County  
Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Alliance on Aging, Inc.	Outreach Services	AOA provides outreach & benefits assistance to seniors in multiple senior venues throughout South County. In addition, since April of 2021, AOA has had a weekly presence at Taylor Farms/SVMH Health & Wellness Center in Gonzales where staff offer information and benefits assistance. AOA has invited other senior providers to join them on site and the clinic is becoming a hub for the patients as well as other seniors and their families seeking information and resources. Alliance on Aging has been and will be participating with Meals on Wheels in their new South County Socials Initiative.	The target population for the AOAs Outreach Program are rural residents of Monterey County. Primarily its South Countys seniors; many are agricultural workers. They dont earn much and what they earn must pay many bills. Aging brings additional impacts to seniors and their families. Their health deteriorates, they or their friends/spouses start to suffer disabling conditions or die, housing conditions need to be adapted, medical/drug costs escalate, and transportation needs change.	Free options available to seniors can be explained, in simple terms, by our trained staff/volunteers, The Alliance on Aging offers services that can help lower health care coverage costs, provide financial relief with income tax refunds, and information about benefits and discount programs. We also partner with other agencies/services and can direct seniors to their programs. This allows seniors to remain in their homes, be engaged in their local communities, be independent and healthy.	Free options available to seniors can be explained, in simple terms, by our trained staff/volunteers, The Alliance on Aging offers services that can help lower health care coverage costs, provide financial relief with income tax refunds, and information about benefits and discount programs. We also partner with other agencies/services and can direct seniors to their programs. This allows seniors to remain in their homes, be engaged in their local communities, be independent and healthy.
Boys & Girls Clubs of Monterey County	South County Youth Programs & Services	South County Youth Programs & Services provides hundreds of youth and their families with Girls' Health in Girls Hands' programming and summit attendance, back to school supplies, and special event opportunities such as the Chevron Soccer Academy and Adopt-A-Family holiday program. The residents of Camphora Apartments (Unincorporated Salinas Valley), Alta and Tower Apartments (Gonzales) are predominantly Latino heritage and identify as extremely low to moderate-income persons.	South County Youth Programs & Services supports Gonzales youth residing in key low income and family apartments, students at Fairview Middle School, Gonzales High School, and Butler Continuation School. We also serve families at Camphora Apartments (Salinas Valley Unincorporated) and middle and high school students in Greenfield. Youth beneficiaries are largely residing in low income housing and/or qualify for their free/reduced lunch meal program.	Today, families in Monterey County need Boys & Girls Clubs more than ever. The COVID-19 pandemic continues to labor uncertain and stressful times for the kids and families we serve. Facing food insecurity, economic turmoil and job loss, and unknown academic loss from gaps in distance learning, the anxiety felt by families is overwhelming. We know first-hand the difference it makes for a kid to have a caring, trusted, trained adult in their corner.	Today, families in Monterey County need Boys & Girls Clubs more than ever. The COVID-19 pandemic continues to labor uncertain and stressful times for the kids and families we serve. Facing food insecurity, economic turmoil and job loss, and unknown academic loss from gaps in distance learning, the anxiety felt by families is overwhelming. We know first-hand the difference it makes for a kid to have a caring, trusted, trained adult in their corner.

Attachment 2

2022-23 Urban County  
Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Catholic Charities Diocese of Monterey	Family Supportive Services	Catholic Charities requests \$255,177 to expand the Hope in Home program from a seasonal (November-December) program to year-round. The Hope in Home program complements other Family Supportive Services (FSS) wrap-around services such as, CalFresh, Medical, and P-EBT Outreach and Enrollment. This funding will help provide one-time emergency financial assistance to 132 low-moderate income eligible households living in Unincorporated North Monterey County, Unincorporated Salinas Valley, and Cities of Gonzales and Greenfield. Our primary outcome is homeless prevention.	Catholic Charities of the Diocese of Monterey will provide one-time financial assistance (up to \$1,500 per household) for rent and utilities year-round to low-moderate income households living in Unincorporated North Monterey County, Unincorporated Salinas Valley, and Cities of Gonzales and Greenfield. This funding support will ensure that low- and moderate-income persons remain housed and obtain the resources and tools needed to build long-term economic stability.	Our Hope in Home program reduces homelessness in our community by providing short and long term stability to people on the verge of homelessness. According to the last Monterey Homeless Census, 59% of the people surveyed mentioned that their primary reason for losing their house was job loss or change in income. Our focus is to address this issue. We provide financial rental assistance to people at risk of eviction due to an unforeseen reduction in their income or due to extraordinary expenses.	Our Hope in Home program reduces homelessness in our community by providing short and long term stability to people on the verge of homelessness. According to the last Monterey Homeless Census, 59% of the people surveyed mentioned that their primary reason for losing their house was job loss or change in income. Our focus is to address this issue. We provide financial rental assistance to people at risk of eviction due to an unforeseen reduction in their income or due to extraordinary expenses.
Central Coast Center for Independent Living (CCCIL)	Housing and Independent Living Services to Promote Independence for People with Disabilities	CCCIL is requesting funding to fund south county staff to provide housing and independent living services. Due to the current COVID Pandemic we are predicting we will be receiving more request for services in regarding to housing, disability and financial benefits. By having a dedicated staff to south county it will allow CCCIL to expand services to more underserve areas.	CCCIL will provide services to people with disabilities. By accessing CCCIL services consumers will have more opportunities to increase access to services such as social services, financial benefits, housing supports and housing assistance. CCCIL will assist consumer to live more independently in our community by accessing services and supports they might need to be independent or to secure affordable and accessible housing.	Consumer accessing services from CCCIL will have the opportunity to access services and supports to assist them to improve their living and housing conditions. As well as to increase access to medical program and financial supports.	Consumer accessing services from CCCIL will have the opportunity to access services and supports to assist them to improve their living and housing conditions. As well as to increase access to medical program and financial supports.

Attachment 2

2022-23 Urban County  
Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Central Coast YMCA	Pajaro Park Programs	Central Coast YMCA will provide year-round organized sports leagues for children and youth at Pajaro Park, including soccer, T-ball and basketball.	Central Coast YMCAs Pajaro Park youth sports leagues will benefit 260 total youth/192 low income youth who are residents of Pajaro. Census data shows that of roughly 3,000 Pajaro residents, 94.1% are Hispanic/Latino, and 34.8% of the population is under 18. Pajaro lacks community spaces to exercise, and many residents live in crowded housing. Young people in Pajaro will benefit from safe spaces to exercise, leading to improved health and wellness, and lower rates of obesity and diabetes.	Youth Sports leagues including soccer, T-ball and basketball allow youth to enjoy healthy activity, teamwork, and fun and age-appropriate competition in a supportive environment. Through structured activity at Pajaro Park, children and families feel safe in their neighborhood and gain a sense of pride. Programs at the park help develop youth through positive role models, constructive activities, and healthy pastimes that create a more unified, safer community.	Youth Sports leagues including soccer, T-ball and basketball allow youth to enjoy healthy activity, teamwork, and fun and age-appropriate competition in a supportive environment. Through structured activity at Pajaro Park, children and families feel safe in their neighborhood and gain a sense of pride. Programs at the park help develop youth through positive role models, constructive activities, and healthy pastimes that create a more unified, safer community.
Court Appointed Special Advocates (CASA) of Monterey County	CASA CV Program	CASA of Monterey County requests public service funds to support its court-appointed advocacy program for children and youth placed in foster care due to abuse and neglect. Funds will support the efficacy of the program as we expand services to both infants/toddlers and older youth. Funds will help us recruit, train, and support community volunteers who become court-appointed advocates assigned to work with a child referred to the court. Last, funds will support our continuing education program, which ensures that volunteers are equipped to handle changing needs of our children/youth.	CASA of Monterey County provides services to the most vulnerable Monterey County children and youth between the ages of birth to 21 years who have been placed in foster care due to severe abuse, neglect and abandonment. Foster youth ages 18 to 21 years are also known as non-minor dependents and by law may remain in foster care with continued benefits if eligibilities are being met. Children/youth are placed in temporary foster care, until they can secure a permanent, safe home environment.	In the short term CASA volunteers are a reliable adult who the child learns to trust and count on. CASAs teach and model valuable life skills and appropriate social interactions, connect children and youth with educational and community resources, and help youth think about and prepare for the future. In the long term, children with CASAs have better outcomes and stay on track to graduate high school, Positive interactive can help to stem the legacy of abuse and positively impact community	In the short term CASA volunteers are a reliable adult who the child learns to trust and count on. CASAs teach and model valuable life skills and appropriate social interactions, connect children and youth with educational and community resources, and help youth think about and prepare for the future. In the long term, children with CASAs have better outcomes and stay on track to graduate high school, Positive interactive can help to stem the legacy of abuse and positively impact community

Attachment 2

2022-23 Urban County  
Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Covia Foundation	Home Match	HM leverages existing housing stock. HM matches ELMI older adults who have a home or apartment with ELMI adults who need an affordable place to live. Elders at risk of losing their homes earn income, gain companionship and help with essential chores enabling them to age in place. Renters attain affordable, vetted and secure housing. In exchange for added chores, rents can be lowered further. All this is achieved at a fraction the cost and time it takes to build or preserve affordable units. The proposed project will safely house 10 at risk older adults.	Our target group is older adults, primarily single females who often live with at least one disability and struggle to maintain or obtain affordable housing. We assist two distinct ELI to MI groups: 1) homeowners/master tenants who are housing insecure, disabled, and/or isolated; 2) home seekers with unstable housing and at risk of homelessness. The vast majority are disproportionately cost burdened and people of color. Benefits are: stabilized and more affordable housing and reduced isolation.	4 unduplicated extremely low to moderate income people age 62+ will have safe, affordable housing. 77% of participants will feel less worried about money, 70% will report having their housing stabilized, 61% will realize monthly savings of \$600+ and 98% percent will recommend the program to a friend or relative.	4 unduplicated extremely low to moderate income people age 62+ will have safe, affordable housing. 77% of participants will feel less worried about money, 70% will report having their housing stabilized, 61% will realize monthly savings of \$600+ and 98% percent will recommend the program to a friend or relative.
Eden Council for Hope and Opportunity	Fair Housing and Tenant/Landlord Services	ECHO proposes to provide fair housing information and education to renters and housing providers, investigate suspected cases of housing discrimination, conduct a systemic audit to uncover housing discrimination, and provide counseling and conciliation to renters and housing providers regarding their rights and responsibilities in rental housing. Additionally, ECHO will conduct presentations, participate in TV/radio interviews, distribute flyers by email and newsletter, and advertise via mass media throughout Monterey County.	Fair Housing and Tenant/Landlord Services help low-income tenants with counseling and investigation regarding discrimination based on federal and state protected classes, or counseling and mediation regarding rental housing rights and responsibilities. ECHO's response to inquiries and complaints may result in amicable resolution or legal enforcement, help tenants make informed decisions regarding their housing, and provides education to landlords regarding legal business practices.	ECHO's goal is to assist renters to access or maintain, housing. The benefits to the community are to: Create awareness of fair housing and tenant/landlord laws; Empower tenants through counseling; Provide education to non-compliant owners; Facilitate dispute resolution for renters and landlords via conciliation or mediation; Foster opportunities for fair housing choice; Preserve and promote accessibility of affordable housing for tenants.	ECHO's goal is to assist renters to access or maintain, housing. The benefits to the community are to: Create awareness of fair housing and tenant/landlord laws; Empower tenants through counseling; Provide education to non-compliant owners; Facilitate dispute resolution for renters and landlords via conciliation or mediation; Foster opportunities for fair housing choice; Preserve and promote accessibility of affordable housing for tenants.

Attachment 2

2022-23 Urban County  
Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Girls Inc. of the Central Coast	After School Program	Provide youth development and prevention services to low-income girls, ages 9-18, in North Monterey County and Greenfield through a series of after-school programs at 7 school sites. We will offer 5 age-appropriate programs that (1) encourage girls to pursue a college education and plan for future careers; (2) provide paid internships to program graduates to develop leadership and employment skills, while mentoring younger girls; (3) develop skills in resisting pressure from others to engage in risky behaviors; and (4) promote positive, open communication between mothers and daughters.	Girls Inc. will provide developmentally appropriate after-school programming for girls, ages 9 -18, at 7 elementary, middle and high school sites in North Monterey County and Greenfield. We will hire teens that have graduated from prior years' programs as facilitators and mentors to younger girls. 93% of girls served have been Latina, whose families work in the agricultural or tourist industry. For 90%, the home language is Spanish. A minimum of 85% of families has incomes below \$50,000/year.	High school girls graduate from high school, apply to college, identify a career path and avoid risky behaviors. Teen facilitators develop leadership and mentoring skills, while acquiring tangible job skills and experience. Middle school girls learn how to resist pressure to engage in unwanted sex and drug and alcohol use, gain knowledge on developing healthy relationships, and safely handling stress. Mothers and daughters improve their relationships, communication, and problem-solving skills.	High school girls graduate from high school, apply to college, identify a career path and avoid risky behaviors. Teen facilitators develop leadership and mentoring skills, while acquiring tangible job skills and experience. Middle school girls learn how to resist pressure to engage in unwanted sex and drug and alcohol use, gain knowledge on developing healthy relationships, and safely handling stress. Mothers and daughters improve their relationships, communication, and problem-solving skills.
Interim, Inc.	MCHOME (Street Outreach)	This particular funding will focus on outreaching those homeless individuals in the unincorporated areas of the county as well as in Sand City, Del Rey Oaks, Gonzales, and Greenfield. The homeless population in these areas will benefit as they will get access to mental health services as well as increased access to motel rooms to limit congestion in homeless encampments, and get on the path to housing.	MCHOME is a Full Service Partnership (FSP) program serving adults, age 18 and older, who have psychiatric disabilities, are homeless, & who are extremely or very low income. The goal of a FSP is to provide wrap-around services for individuals with mental illness to enable them to reach their personal goals. Stabilization and housing are the main goals for all clients. Services include: case management, counseling, assistance w social social services apps (Medi-Cal, benefits), referrals, etc.	Interim's MCHOME program will work to outreach the hard to reach mentally ill homeless population, and provide them with the tools to not only stabilize their mental health, but get on the path to housing. A total of 200 bed nights will be provided to those who are receiving needed mental health services, while they prepare for appointments with housing providers, and other medical professionals.	Interim's MCHOME program will work to outreach the hard to reach mentally ill homeless population, and provide them with the tools to not only stabilize their mental health, but get on the path to housing. A total of 200 bed nights will be provided to those who are receiving needed mental health services, while they prepare for appointments with housing providers, and other medical professionals.

Attachment 2

2022-23 Urban County  
Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Legal Services for Seniors	Legal Services for Seniors	LSS is proposing to provide direct legal services to 300 low-income seniors in Unincorporated Monterey County and the Cities of Gonzales, Greenfield and Sand City and provide 4 workshops in those locations educating seniors, their families and caregivers, and the general public on issues related to housing security.	LSS provides legal services seniors need but, cannot afford. Many seniors forego legal advice because they cannot pay an attorney up to \$350 per hour in addition to basic necessities of food, clothing, shelter and medical care. Given seniors lack of discretionary funds for legal assistance, equal access to justice remains out of their grasp. LSS helps level the playing field by providing legal representation in courts settings at no charge to our senior clients.	Conditions for seniors will be improved: seniors will feel more secure in their housing and better able to age in place. Extremely low-, very low- and low-income seniors will have access to, and assistance by, licensed, professional attorneys at no cost, which will help maintain and protect seniors consumer and civil rights. Community conditions will be improved: Seniors with secure income and stable housing are less likely to become homeless.	Conditions for seniors will be improved: seniors will feel more secure in their housing and better able to age in place. Extremely low-, very low- and low-income seniors will have access to, and assistance by, licensed, professional attorneys at no cost, which will help maintain and protect seniors consumer and civil rights. Community conditions will be improved: Seniors with secure income and stable housing are less likely to become homeless.
Meals on Wheels Monterey Peninsula Inc.	Home Delivered Meals	To help support Home Delivered Meals program services for low-income, frail, elderly, veteran, and disabled homebound clients and isolating Covid-positive families in Sand City, Del Rey Oaks and Big Sur, Meals on Wheels of the Monterey Peninsula respectfully seeks a CDBG grant at the \$66,477 level. MOWMP anticipates that it will provide 2.5 meals per day to approximately 75+ homebound residents in all areas of Sand City, Del Rey Oaks and Big Sur. The program also includes a daily wellness check from a caring volunteer and daily socialization with that volunteer.	MOWMP anticipates it will serve 75+ frail, elderly, veteran, and disabled homebound clients and isolating Covid-positive families who reside in Sand City, Del Rey Oaks and Big Sur. In 2021, MOWMP made 11,960 deliveries of 2.5 meals (29,900 individual meals) to 46 clients in in these communities. Of those clients, 67% of clients served were women and 33% men. 74% lived alone. Ethnicity: 44% - Caucasian; 26% African American; 11% - Hispanic; and 19% - Other.	The Home Delivered Meals program addresses food insecurity among clients in Monterey County, 73% of whom cite food as their number one need. The program benefits low-income clients who cannot shop or cook for themselves and who have no full-time caregiver in the home to prepare meals. 94% of clients will be low-income and will not have the requisite income to meet their basic needs.	The Home Delivered Meals program addresses food insecurity among clients in Monterey County, 73% of whom cite food as their number one need. The program benefits low-income clients who cannot shop or cook for themselves and who have no full-time caregiver in the home to prepare meals. 94% of clients will be low-income and will not have the requisite income to meet their basic needs.

Attachment 2

2022-23 Urban County  
Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Meals on Wheels of the Salinas Valley, Inc.	Meals on Wheels of the Salinas Valley: Home-delivered meal program	We will serve approx. 14 homebound seniors their choice of either 5 or 7 main meals every week for a year. We offer a supplement to the main meals which consists of a large bag of fresh fruits and vegetables, bread, pasta, peanut butter and other non-perishables items such as tuna fish, cereal, soups, and other available items.	Our home-delivered meal program serves homebound seniors, 62 and older, who can't shop or cook for themselves. They live in Gonzales, Greenfield and other unincorporated areas of the Salinas Valley. This service area meets the CDBG National Objective because over 90 percent of our clients in our Rural program (the geographic areas referenced above) live below the Federal Poverty Level. Approx. 14 seniors will have a choice or receiving either 5 or 7 main meals ever week for a year with funding.	Clients are home-bound, low-income seniors who'll benefit from our home-delivered meal service because we deliver a basic need: food. Many of these elderly and isolated community members do not have access to, or the ability to eat nutritious meals on a consistent basis which is essential to their overall health. Receiving regular, nutritious meals weekly will improve their lives by increasing their health and overall well-being, providing that an essential need is being met on a regular basis.	Clients are home-bound, low-income seniors who'll benefit from our home-delivered meal service because we deliver a basic need: food. Many of these elderly and isolated community members do not have access to, or the ability to eat nutritious meals on a consistent basis which is essential to their overall health. Receiving regular, nutritious meals weekly will improve their lives by increasing their health and overall well-being, providing that an essential need is being met on a regular basis.

# MONTEREY COUNTY

## HOUSING AND COMMUNITY DEVELOPMENT

Erik Lundquist, AICP, Director



HOUSING, PLANNING, BUILDING, ENGINEERING, ENVIRONMENTAL SERVICES

1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527

(831)755-4800  
www.co.monterey.ca.us

### MEMORANDUM

**Date:** May 16, 2022

**To:** Monterey County Board of Supervisors

**From:** Darby Marshall, Housing Program Manager (WO)

**Subject:** Errata Memo regarding the May 24, 2022, Agenda Item RES 22-097

**cc:** Erik Lundquist, AICP, Director, HCD

By way of this memo, please include for the record the attached material related the above referenced subject.

On May 13, 2022, the U.S. Department of Housing and Urban Development issued the Community Development Block Grant (CDBG) allocations for Entitlement Communities. The Urban County was allocated \$1,226,268 for Fiscal Year 2022-2023. This represents a year-over-year decrease of 9.8% in funding. This is the fourth consecutive year the County's CDBG allocation has decreased even though nationwide funding for the program has increased. The decrease is attributable to more communities qualifying as entitlement communities which splits the pie into more pieces, and Monterey County having a smaller percentage of the national low-moderate income population results in it receiving an even smaller piece of the pie.

The summary of reductions to available funding are indicated below.

- Affordable Housing/Public Facilities – (\$102,026)
- General Administration – (\$11,853)
- Public Services – (\$20,096)

Attachment 3 – 2022-23 Urban County Application Summary & Funding Recommendations should be replaced with the attached Attachment 3 - REVISED. Attachment 3 - REVISED includes a new column titled Recommended Final HUD Award which reflects adjustments to individual projects to reflect the reduced funding level.



Attachment 3 - REVISED

2022-23 Urban County  
Application Summary Funding Recommendations

Applicant	Project Name	21-22 Funding	Amount Requested	Staff Recommend	U.C. Committee Recommend	Recommend Final HUD Award
<b>CDBG Public Services</b>						
Alliance on Aging, Inc.	Outreach Services	\$25,000	\$25,000	\$25,000	\$25,000	\$24,348
Boys & Girls Clubs of Monterey County	South County Youth Programs & Services	\$25,000	\$25,000	\$25,000	\$25,000	\$24,348
Catholic Charities Diocese of Monterey	Family Supportive Services	\$0	\$255,117			
Central Coast Center for Independent Living (CCCIL)	Housing and Independent Living Services to Promote Independence for People with Disabilities	\$0	\$41,300			
Central Coast YMCA	Pajaro Park Programs	\$25,000	\$24,000	\$24,000	\$24,000	\$23,348
Court Appointed Special Advocates (CASA) of Monterey County	CASA CV Program	\$0	\$50,000			
Covia Foundation <i>Application Withdrawn - Suspended Monterey County operations 3/25/22</i>	Home Match	\$25,000	\$25,000	\$15,536		
Girls Inc. of the Central Coast	After School Program	\$25,550	\$14,500	\$14,500	\$14,500	\$14,500
Interim, Inc.	MCHOME (Street Outreach)	\$0	\$81,947	\$25,000	\$25,000	\$24,348
Legal Services for Seniors	Legal Services for Seniors	\$25,000	\$25,000	\$25,000	\$25,000	\$24,348
Meals on Wheels Monterey Peninsula Inc.	Home Delivered Meals	\$0	\$66,477	\$25,000	\$25,000	\$24,348
Meals on Wheels of the Salinas Valley, Inc.	Home-delivered Meal program	\$25,000	\$35,000	\$25,000	\$25,000	\$24,348
Rancho Cielo Youth Camp	Transitional Housing Counseling	\$25,000	\$0			
	Total Requested	\$200,550	\$668,341	\$204,036	\$188,500	\$183,936
	Total Available	\$201,073	\$204,036	\$204,036	\$204,036	\$183,940
	Excess Request / (Available Funding)	<b>(\$523)</b>	\$464,305	\$0	<b>(\$15,536)</b>	<b>(\$4)</b>

Attachment 3 - REVISED

2022-23 Urban County  
Application Summary Funding Recommendations

Applicant	Project Name	21-22 Funding	Amount Requested	Staff Recommend	U.C. Committee Recommend	Recommend Final HUD Award
<b>Affordable Housing - Infrastructure - Public Facilities</b>						
City of Gonzales	Community Center		\$405,000	\$404,000	\$404,000	\$357,475
City of Greenfield	Walnut Avenue Pedestrian Improvements		\$497,229	\$495,100	\$495,100	\$439,603
County of Monterey	Aromas Sidewalks		\$100,000	\$10,000	\$10,000	\$10,000
County of Monterey	Castroville Sidewalks	\$110,000				
County of Monterey	San Lucas Sidewalks	\$894,140				
Veterans Transition Center	Hayes Duplex Rehab	\$80,500				
	Total Requested	\$1,084,640	\$1,002,229	\$909,100	\$909,100	\$807,078
	Total Available		\$909,100	\$909,100	\$909,100	\$807,074
	Excess Request / (Available Funding)	\$1,084,640	\$93,129	\$0	\$0	\$4
<b>Fair Housing &amp; General Administration</b>						
Eden Council for Hope and Opportunity	Fair Housing and Tenant/Landlord Services	\$25,000	\$33,000	\$33,000	\$33,000	\$29,750
County of Monterey	General Administration	\$243,098	\$224,106	\$224,106	\$224,106	\$215,504
	Total Requested	\$268,098	\$257,106	\$257,106	\$257,106	\$245,254
	Total Available	\$268,098	\$257,106	\$257,106	\$257,106	\$245,254
	Excess Request / (Available Funding)	\$0	\$0	\$0	\$0	\$0

**SUBRECIPIENT AGREEMENT BETWEEN  
COUNTY OF MONTEREY**

**And the**

**SUBRECIPIENT**

**For**

**CDBG YEAR 2022-2023**

**PROJECT NAME**

THIS AGREEMENT entered this 1<sup>st</sup> day of July 2022 by and between the County of Monterey (herein called “Grantee”) and the [REDACTED] herein called “Subrecipient”).

WHEREAS, Grantee, in conjunction with the cities of Gonzales, Greenfield, and Sand City formed a Housing and Urban Development (HUD) Urban County jurisdiction (Urban County) in order to become a direct entitlement jurisdiction with HUD;

WHEREAS, Grantee applied for and was approved to receive Community Development Block Grant (CDBG) funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383;

WHEREAS, Grantee entered Grant Agreement # B-22-UC-06-0011 (Catalog of Federal Domestic Assistance #14.218) with HUD with authority to expend funds as of July 1, 2022;

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use Grant funds for those activities described in Attachment A, Scope of Work; and

WHEREAS, Grantee wishes to engage Subrecipient to assist Grantee in utilizing such funds by entering this Subrecipient Agreement (“Agreement”).

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

**I. SCOPE OF SERVICE**

**A. Term**

July 1, 2022 through June 30, 2023 and as more fully described in Section II and Attachment C.

**B. Not to Exceed Amount**

\$ [REDACTED].00 and as more fully described in Section III and Attachment D.

**C. Activities**

Subrecipient will be responsible for administering a CDBG FY 2022-2023 Project/Program in a manner consistent with any standards required as a condition of providing these funds. Such program is described in Attachment A and will include activities eligible under CDBG.

**D. Staffing**

A list of staff, including key personnel, and time commitments to be undertaken in conjunction with the Scope of Services is provided in Attachment B.

## Attachment 4

Any changes in the Key Personnel assigned or their general responsibilities under this Agreement are subject to prior approval of Grantee.

### E. Performance Monitoring

Grantee will monitor the performance of Subrecipient against goals and performance standards. The Grantee has entered a data management agreement with City Data Services for online grant reporting and drawdown requests. Subrecipient shall log into the City Data Services website and complete the online performance report as specified in Attachment A. Substandard performance as determined by Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period after being notified by Grantee, Agreement suspension or termination procedures will be initiated.

In addition to reviewing the online performance reports, the Grantee will monitor the Subrecipient to ensure that the Subrecipient is properly documenting all phases of the activities funded with this grant. Additional information on what the Grantee may monitor is included in Attachment G.

## II. TIME OF PERFORMANCE

The Grant Agreement provides that performance may begin effective July 1, 2022, for purposes of determining eligible expenses unless otherwise noted in Attachment A. Accordingly, services of Subrecipient shall start on the 1<sup>st</sup> day of July 2022 and end on the 30<sup>th</sup> day of June 2023 but may be extended and remain in effect during any period that the Subrecipient has control over CDBG funds, including program income. The term of this Agreement and the provisions herein may be extended by mutual agreement in writing to cover any additional time consistent with grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from CDBG funds or other CDBG assets, including program income. A Schedule of Performance is shown in Attachment C.

## III. BUDGET

The budget is presented in Attachment D.

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

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the amount shown in Attachment D. Drawdowns for the payment of eligible expenses shall be made against the line items specified in Attachment D herein and in accordance with performance. Drawdown requests will be made through the City Data Services website.

Payments to Subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement with HUD. Payments may also be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR

Attachment 4

200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. Notices sent by mail are presumed delivered after five (5) days. All written communications under this Agreement shall be addressed to the individuals in the capacities listed below, unless otherwise modified by subsequent written notice.

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

Grantee

County of Monterey  
Housing & Community Development Dept.  
Attention: Darby Marshall  
1441 Schilling Place – 2<sup>nd</sup> Fl., South  
Salinas, CA 93901

(831) 755-5391  
(831) 755-5398 facsimile  
MarshallD@co.monterey.ca.us

Subrecipient

Subrecipient Name  
Attention: Subrecipient Director Name  
Subrecipient Address  
Subrecipient City, CA Subrecipient Zip  
Code  
Subrecipient Phone Number  
Subrecipient Fax Number  
Subrecipient Director Email

VI. SPECIAL CONDITIONS

Special conditions, if any, are included in Attachment A, Scope of Services.

VII. GENERAL CONDITIONS

A. General Compliance

Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation

## Attachment 4

Insurance, as Subrecipient is an independent contractor.

### C. Hold Harmless

Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

### D. Indemnification

Subrecipient shall indemnify, defend, and hold harmless Grantee, its officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend, and hold harmless the Grantee under this Agreement.

### E. Insurance Requirements

#### 1. Evidence of Coverage

Prior to commencement of this Agreement, Subrecipient shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Subrecipient, upon request, shall provide a certified copy of the policy or policies. In the case of a Subrecipient which is a municipal corporation, proof of self-insurance and any other insurance with coverage broad enough to meet the requirements set out below shall be deemed to meet the insurance requirements.

This Certificate of Insurance shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. Subrecipient shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of Subrecipient.

#### 2. Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

#### 3. Insurance Coverage Requirements:

Without limiting Subrecipient's duty to indemnify, Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed

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Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance, if Subrecipient employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Subrecipient shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 4. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Subrecipient completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty

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days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Subrecipient and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Subrecipient's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Subrecipient's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 4502 99.

Prior to the execution of this Agreement by the County, Subrecipient shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Subrecipient has in effect the insurance required by this Agreement. Subrecipient shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Subrecipient shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Subrecipient and Subrecipient shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Subrecipient to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

### F. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.326 (Bonding Requirements), 2 CFR 200.310 (Insurance Coverage), and 2 CFR 200.447 (Insurance Requirements).

### G. Grantee Recognition

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



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### H. Amendments

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

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

### I. Suspension or Termination

In accordance with 2 CFR 200.340 - Termination, Grantee may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

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

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either Grantee or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made; Grantee may terminate the award in its entirety.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

Subrecipient agrees to comply with 2 CFR 200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct

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or indirect basis.

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 2 CFR Subpart D; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### 2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

#### 3. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

#### 4. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### 5. Close-outs

Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control

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over CDBG funds, including program income.

### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

### C. Reporting and Payment Procedures

#### 1. Program Income

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

The Grantee shall reimburse the Subrecipient for eligible costs incurred between July 1, 2022 and June 30, 2023. All requests for payment must be submitted to the Grantee no later than August 15, 2023.

#### 2. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to Grantee for approval, in a form specified by Grantee. Any indirect costs must be consistent 2 CFR 200 Appendix II Subpart E – Cost Principals.

#### 3. Payment Procedures

Grantee will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by Subrecipient on a quarterly basis. Payments will be adjusted by Grantee in accordance with advance fund and program income balances available, if any, in Subrecipient accounts. In addition, Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by Grantee on behalf of Subrecipient. In no case shall reimbursement payments of eligible expenses exceed Subrecipient's allocation of grant funds, or shall Grantee be obliged to make payments pursuant to this Agreement from funds other than those received by Grantee pursuant to the Grant Agreement.

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### 4. Reporting after Completion of Program/Project

For programs (services), Subrecipient shall not need to submit any further reports after the last quarterly report filed upon the completion of the program and the HUD CAPER due thereafter. For projects, Subrecipient shall submit ongoing reports on a quarterly basis regarding beneficiaries for a period of five years following completion of the project in the form, content, and frequency as required by Grantee. For projects undertaken by the Grantee, Subrecipient shall submit ongoing reports on a quarterly basis in regard to beneficiaries for a period of five years following the date that the Grantee is no longer a direct entitlement jurisdiction in the form, content, and frequency as required by Grantee.

### D. Procurement

#### 1. Compliance with Regulations

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-327 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, materials, etc.) shall revert to Grantee upon termination of this Agreement.

#### 2. Travel

Subrecipient shall obtain written approval in advance from Grantee for any travel outside the Urban County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR 200.475 (Travel Costs).

### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall follow the requirements of 2 CFR 200.311 (c) and CFR 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to Grantee any CDBG funds on hand and any accounts receivable which are attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to, the property. Such payment shall constitute program income to Grantee. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating

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Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

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

### X. PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

Subrecipient agrees to comply with County of Monterey and State of California civil rights law and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

##### 2. Nondiscrimination

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

##### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the project/program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

##### 4. Section 504

Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with

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Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

### B. Hiring Practices

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

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement as required by 2 CFR 200.321. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632).

#### 2. Access to Records

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

#### 3. Notifications

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

#### 4. Equal Employment Opportunity Statement

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

#### 5. Subcontract Provisions

Subrecipient will include the provisions of Section X. A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### C. Employment Restrictions

#### 1. Prohibited Activity

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

#### 2. Labor Standards

##### a. Davis-Bacon

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and the Davis-Bacon Act implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document

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compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5.
  - ii. Provided contract award occurs within 180-days of N/A (the date of the wage determination in Attachment E), the Subrecipient may rely on U.S. Department of Labor, Wage Determination CA N/A Modification N/A published on N/A, when determining what wages and fringe benefits that are to be paid to trades people employed on this project for purposes of compliance with the Davis-Bacon Act. Said wage determination is hereby incorporated into the Subrecipient Agreement as Attachment E.
  - iii. If contract award occurs after N/A the Subrecipient must request a new Wage Determination which shall replace Attachment E in its entirety.
- b. California Labor Code as it relates to the payment of California Prevailing Wage.
- i. If it is determined that wages paid on the project are subject to California Prevailing Wage requirements, then the Subrecipient agrees to ensure that all persons working on the project are paid at the higher combined base pay and fringe benefit rate (California Prevailing Wage Rate or Davis-Bacon wage rate).
  - ii. For purposes of compliance with California Prevailing Wage requirements, the Subrecipient shall rely on the most recent California Department of Industrial Relations; General Prevailing Wage Determination when determining what wages and fringe benefits should be paid to trades people employed on this project.
    1. The effective date of each determination is ten (10) days after the issue date. (8 CCR § 16000). The general determinations are issued twice a year (February 22nd and August 22nd) and go into effect ten days thereafter (March 3rd in a leap year and March 4th in a non-leap year for determinations issued on February 22nd, and September 1st for determinations issued on August 22nd).
- c. Determination of Wages to be Paid
- i. The Subrecipient agrees to ensure that all persons working on the project

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are paid at the higher of the combined base pay and fringe benefit rate of the California Prevailing Wage Rate or Davis-Bacon wage rate.

### 3. "Section 3" Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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



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### b. Notifications

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

### c. Subcontracts

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## D. Conduct

### 1. Assignability

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

### 2. Subcontracts

#### a. Approvals

Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of Grantee prior to the execution of such agreement.

#### b. Monitoring

Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### c. Content

Subrecipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

#### d. Selection Process

Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process.

### 3. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation

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of Chapter 15 of Title V of the U.S.C.

### 4. Conflict of Interest

Subrecipient agrees to abide by the provisions of 2 CFR 200.112 – Conflict of Interest and 570.611, which include (but are not limited to) the following:

- a. Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee, Subrecipient, or any designated public agency.

### 5. Lobbying

Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

## Attachment 4

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

### 6. Copyright

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

### 7. Religious Activities

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

## XI. ENVIRONMENTAL CONDITIONS

### A. Air and Water

Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### B. Flood Disaster Protection

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

### C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability

## Attachment 4

and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

### D. Historic Preservation

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

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

### E. CEQA

The County is acting solely in the capacity as a grant fund provider and the Subrecipient will abide by and follow all applicable State and Federal law relating to the project to which said funds are applied, including but not limited to any necessary environmental review and CEQA.

## XII. SEVERABILITY

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

## XIII. SECTION HEADINGS AND SUBHEADINGS

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

## XIV. WAIVER

Grantee's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## XV. GOVERNMENT AND QUASI-GOVERNMENTAL AGENCIES

If Subrecipient is a governmental or quasi-governmental agency, Subrecipient shall comply with 24 CFR 570.502 (a), "Applicability of uniform administrative requirements. For all other Subrecipients, Subrecipient shall comply with 24 CFR 570.502 (b)

## XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between Grantee and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Grantee and Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth

Attachment 4

below.

\_\_\_\_\_

COUNTY OF MONTEREY

By: \_\_\_\_\_  
\_\_\_\_\_, Board President

By: \_\_\_\_\_  
Erik Lundquist, Housing & Community  
Development Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_  
\_\_\_\_\_, Board Secretary

By: \_\_\_\_\_  
Kristi Markey, Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Scope of Work & Budget Reviewed

Reviewed as to fiscal provisions:

By: \_\_\_\_\_  
\_\_\_\_\_, Executive Director

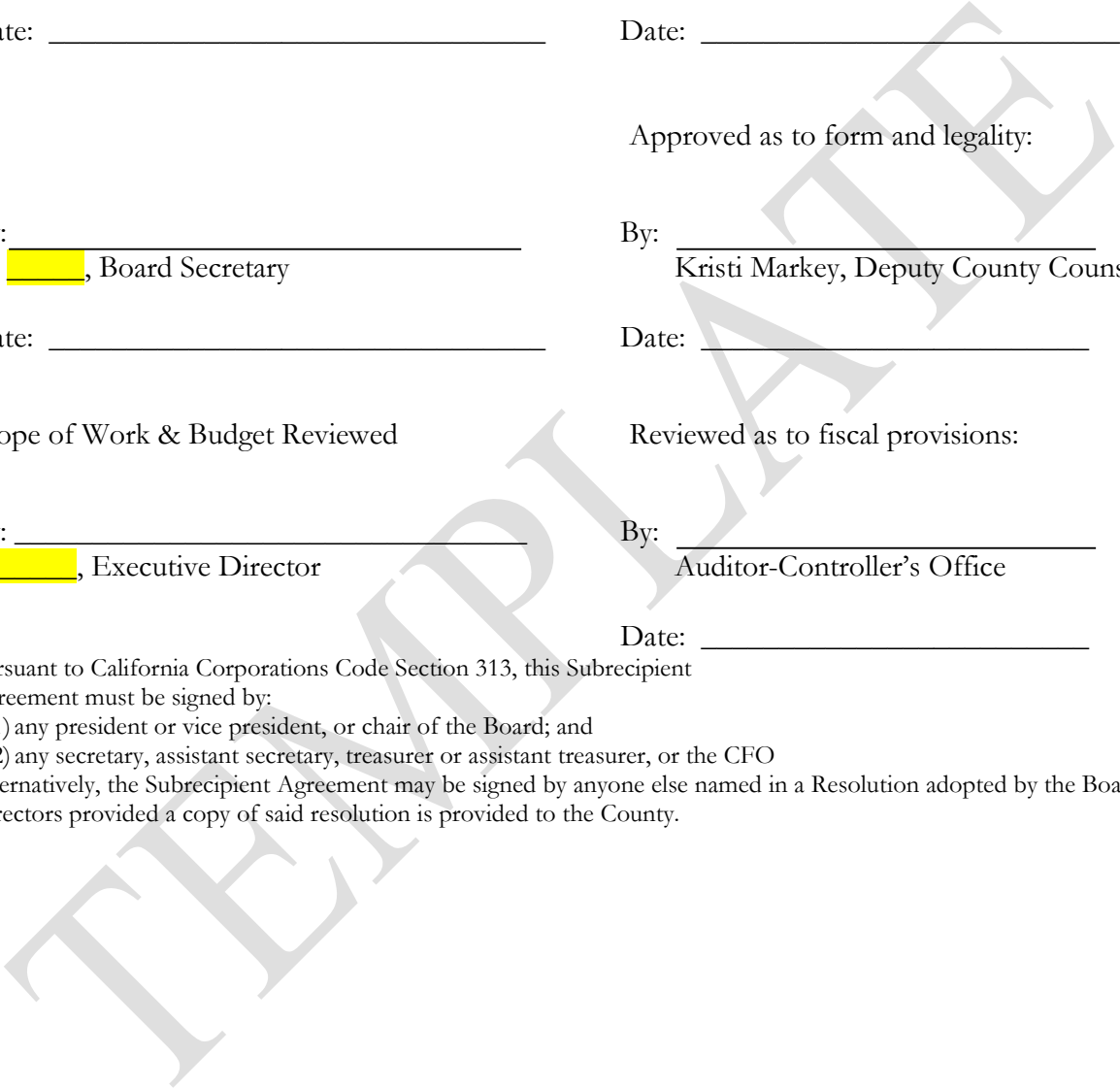
By: \_\_\_\_\_  
Auditor-Controller's Office

Date: \_\_\_\_\_

Pursuant to California Corporations Code Section 313, this Subrecipient Agreement must be signed by:

- 1) any president or vice president, or chair of the Board; and
- 2) any secretary, assistant secretary, treasurer or assistant treasurer, or the CFO

Alternatively, the Subrecipient Agreement may be signed by anyone else named in a Resolution adopted by the Board of Directors provided a copy of said resolution is provided to the County.



Attachment 4

**Attachment A  
Scope of Services**

A. Program Delivery

- Project may begin incurring eligible expenses immediately
- Project must wait until notified by the County that all environmental reviews are complete before incurring eligible expenses
- Subrecipient is required to submit Progress Reports and Invoices
- Project is subject to the special terms and conditions in Attachment E
- Project is subject to the special terms and conditions in Attachment F
- Project is subject to the special terms and conditions in Attachment G
- Activity is subject to California Prevailing Wages
- Recipient must use HUD CPD Income Eligibility Calculator to document eligibility of beneficiaries (<https://www.hudexchange.info/incomecalculator/>)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Monthly	<input type="checkbox"/>	Quarterly	<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

A. Scope of Work.  
Program Delivery

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

Subrecipient certifies that the activities carried out under this Agreement will meet HUD National Objective for:

- Low/Moderate Area Benefit (LMA)
- Low/Moderate Limited Clientele (LMC)
- Low/Moderate Housing Activities (LMH) as published by HUD

In order to document that the activities carried out under this Agreement meet the requirement, Subrecipient will be responsible for obtaining the household income of all persons receiving services funded by this Agreement.

Subrecipient will document that the activities carried out under this Agreement will meet HUD National Objectives based upon obtaining the household income of all persons receiving services funded by this Agreement. To be eligible for CDBG assistance, a public service or project must serve low- and moderate-income persons. Low- and moderate-income are defined as those at or below **80%** of the County Area Median Income. Documentation of the benefit to low- and moderate-income

#### Attachment 4

level persons is required of every project funded (CDBG National Objective 24 CFR 570.208). The income verification needed is determined by the project and the clients served. For limited clientele, 51% of the beneficiaries must be low or moderate income. Public service activities must be offered to a group of low- and moderate-income residents in the entire community. To document that the activities carried out under this Agreement meet the requirement, Subrecipient will be responsible for obtaining the household income of all persons receiving services funded by this Agreement. Agencies will collect income data and demographic data for each recipient in the program as either Client Based or Presumed Benefit. Activities that **exclusively** serve a group of persons in any one or a combination of the following HUD approved categories may be presumed to benefit 51% of the persons who are low to moderate income. Since these groups are presumed to be low and moderate income, individual income verification is not required although other client statistics will be required. HUD Presumed Benefit categories include:

- Elderly persons (62 years and older)
- Migrant farm workers
- Battered spouses
- Severely disabled adults
- Homeless persons
- Persons living with HIV/AIDS
- Abused children
- Illiterate persons (includes non- English speakers)

You must be classified as providing either Client Based or Presumed Benefit services. If you are serving clients only in a specific geographic area or census tract, then select the Area Benefit option.

Attachment 4

**Attachment B**  
**Staffing**

A. Key Personnel

None

B. Staffing to be charged under Agreement

(The percent of time should reflect the ratio of estimated time spent on this CDBG program/project divided by the total hours worked annually.)

<u>POSITION</u>	<u>NAME</u>	<u>% of TIME</u>	<u>Hourly Rate</u>	<u>COST</u>

TEMPLATE



Attachment 4

Attachment C  
Schedule

This table should match the projects and milestones contained in Attachment 1.C.

MILESTONE	1st Qtr % of Project	2nd Qtr Cum % of Project	3rd Qtr Cum % of Project	4th Qtr Cum % of Project

TEMPLATE

Attachment 4

**Attachment D  
Budget**

<u>Budget Category</u>	<u>Description/Computation</u>	<u>Cost</u>
a. Salaries & Wages		
b. Fringe Benefits		
c. Consultant/Contract Services		
<b>Total Personnel</b>		
d. Rent		
e.		
f.		
g.		
h.		
i.		
j.		
<b>Total Non-Personnel</b>		
<b>Total Project Budget</b>		

TEMPLATE

Attachment 4

**Attachment E**  
**Davis-Bacon Wage Determination**

TEMPLATE

## Attachment 4

### Attachment F Special Terms and Conditions For Construction Projects

#### **SB854 Compliance**

The Subrecipient must register the project with the California Department of Industrial Relations (DIR) within five days of awarding the contract, by completing form PWC-100. ([Labor Code section 1773.3](#)) This requirement applies to all public works projects that are subject to the prevailing wage requirements of the Labor Code, regardless of size or funding source.

The Subrecipient is responsible for administering its project and ensuring that public funds are used appropriately. As partners with DIR's Public Works Enforcement team, the Subrecipient must also ensure that all public works contractors are following all labor laws.

#### **Bid Document and Contract Language Requirement**

Subsection (b) of Labor Code section 1771.1 states that "Notice of the requirement described in [Section 1771.1] (a) shall be included in all bid invitations and public works contracts[.]"

Provision to obtain proof of bidder DIR registration

- The Subrecipient is responsible for compliance with this requirement.
- Bid document to be submitted to County five (5) business days before it is issued to the public
- County reviews and confirms requirements are met
- The Subrecipient may proceed if County DOES NOT notify them that the bid documents are insufficient

#### **Project Award**

All bidders and selected contractors/subcontractors must be registered with DIR at time bid is submitted and provide one of two numbers:

1. Public Works Contractor (PWC) Registration Number
2. California Contractors State License Board (CSLB)/Certificate Number

Subrecipient is responsible for:

- Verifying PWC and/or CSLB/Certificate Numbers of selected contractor and subcontractors
- Registering the public works project with DIR
- Providing proof of project registration to the County

- 1) Prior to issuing a construction request for bid, the Subrecipient shall:
  - a) Provide a copy of all bid documents to the County for review to ensure that the required labor standards language contained in Section X.C.2 of this Agreement and the U.S. Department of Labor Wage Determination is incorporated into the bid documents.
    - i) Bid documents shall not be released until the Subrecipient has received County approval of the bid documents.
  - b) Provide a copy of a contract with the prevailing wage monitor responsible for reviewing all Certified Weekly Payrolls and conducting employee interviews to ensure that the correct job classification is used, and the correct wages and fringe benefits are paid as required by Section X.C.2.a of this Agreement.

## Attachment 4

- 2) Prior to issuing a Notice to Proceed, the Subrecipient shall:
  - a) Provide the selected contractor's DUNS number to the County.
  - b) Provide proof that the selected contractor and sub-contractors have not been disbarred or excluded from receiving federal assistance by providing a print out of the contractor's status obtained from [www.sam.gov](http://www.sam.gov)
  - c) Provide the California Department of Industrial Relations DIR Project ID to prove that the project has been registered with the California Department of Industrial Relations as required by SB854
  
- 3) When submitting the first monthly report, the Subrecipient shall include the following information in addition to the requirements in number 4 of this attachment:
  - a) Bid opening date;
  - b) Contract award date;
  - c) Pre-construction conference date; and
  - d) Construction start date.
  
- 4) When submitting monthly reports, the Subrecipient shall include:
  - a) Percentage of work completed;
  - b) Weekly certified payrolls:
    - i) Subrecipients are encouraged to use the U.S. Department of Labor form HW-347 for reporting certified payrolls. Instructions and fillable pdf forms are available at:
      - <http://www.dol.gov/whd/forms/wh347instr.htm>;
      - <http://www.dol.gov/whd/forms/wh347.pdf>; and
  - c) Copies of employee interviews conducted to verify job classification and wage rate.
  - d) Wage Monitor's certification that they have reviewed the certified payrolls and that all wages and fringe benefits have been correctly paid

## Attachment 4

### **Attachment G Special Terms and Conditions Monitoring Standards**

The following is a partial listing of the areas that the Grantee may monitor to ensure Subrecipient compliance with the Subrecipient Agreement and all referenced laws and regulations. The items listed below represent some, but not all the items that the County may examine during its monitoring visit.

- 1) Record Keeping Systems (24 C.F.R. 570.506)
  - a) Overall filing system – Can the required records be quickly and easily found
  - b) Contractor bonding and insurance
  - c) National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- 2) Financial Management Systems
  - a) Did Subrecipient expend \$500,000 or more in Federal funds (from all sources) during the Subrecipient's last fiscal year?
    - i) If yes, was an Independent Audit prepared?
    - ii) If yes, the County will need a copy for its records.
    - iii) If no, the County will need to know why one was not prepared.
- 3) Procurement & Bonding
  - a) Procurement Procedures
  - b) Conflict of Interest
- 4) Non-Discrimination and Actions to Further Fair Housing

**SUBRECIPIENT AGREEMENT BETWEEN  
COUNTY OF MONTEREY**

**And the**

**SUBRECIPIENT**

**For**

**CDBG YEAR 2022-2023**

**PROJECT NAME**

THIS AGREEMENT entered this 1<sup>st</sup> day of July 2022 by and between the County of Monterey (herein called Grantee) and [REDACTED] herein called Subrecipient).

WHEREAS, Grantee, in conjunction with the cities of Gonzales, Greenfield, and Sand City formed a Housing and Urban Development (HUD) Urban County jurisdiction (Urban County) in order to become a direct entitlement jurisdiction with HUD;

WHEREAS, Grantee applied for and was approved to receive Community Development Block Grant (CDBG) funds as an Urban County from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383;

WHEREAS, Grantee entered Grant Agreement # B-22-UC-06-0011 (Catalog of Federal Domestic Assistance #14.218) with HUD with authority to expend funds as of July 1, 2022;

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use Grant funds for those activities described in Attachment A, Scope of Work; and

WHEREAS, Grantee wishes to engage Subrecipient to assist Grantee in utilizing such funds by entering into this Subrecipient Agreement (Agreement).

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

**I. SCOPE OF SERVICE**

**A. Term**

July 1, 2022 through June 30, 2023 and as more fully described in Section II and Attachment C.

**B. Not to Exceed Amount**

\$ [REDACTED].00 and as more fully described in Section III and Attachment D.

**C. Activities**

Subrecipient will be responsible for administering a CDBG FY 2022-2023 Project/Program in a manner consistent with any standards required as a condition of providing these funds. Such program is described in Attachment A and will include activities eligible under CDBG.

**D. Staffing**

A list of staff, including key personnel, and time commitments to be undertaken in conjunction with the Scope of Services is provided in Attachment B.

## ATTACHMENT 5

Any changes in the Key Personnel assigned or their general responsibilities under this Agreement are subject to prior approval of Grantee.

### E. Performance Monitoring

Grantee will monitor the performance of Subrecipient against goals and performance standards. The Grantee has entered a data management agreement with City Data Services for online grant reporting and drawdown requests. Subrecipient shall log into the City Data Services website and complete the online performance report as specified in Attachment A. Substandard performance as determined by Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by Grantee, Agreement suspension or termination procedures will be initiated.

In addition to reviewing the online performance reports, the Grantee will monitor the Subrecipient to ensure that the Subrecipient is properly documenting all phases of the activities funded with this grant. Additional information on what the Grantee may monitor is included in Attachment G.

## II. TIME OF PERFORMANCE

The Grant Agreement provides that performance may begin effective July 1, 2022, for purposes of determining eligible expenses unless otherwise noted in Attachment A. Accordingly, services of Subrecipient shall start on the 1<sup>st</sup> day of July 2022 and end on the 30<sup>th</sup> day of June 2023 but may be extended and remain in effect during any period that the Subrecipient has control over CDBG funds, including program income. The term of this Agreement and the provisions herein may be extended by mutual agreement in writing to cover any additional time period consistent with grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from CDBG funds or other CDBG assets, including program income.

## III. BUDGET

The budget is presented in Attachment C.

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

## IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the amount shown in Attachment C. Drawdowns for the payment of eligible expenses shall be made against the line items specified in Attachment C herein and in accordance with performance. Drawdown requests will be made through the City Data Services website.

Payments to Subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement with HUD. Payments may also be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR



ATTACHMENT 5

200.302.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. Notices sent by mail are presumed delivered after five (5) days. All written communications under this Agreement shall be addressed to the individuals in the capacities listed below, unless otherwise modified by subsequent written notice.

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

Grantee

County of Monterey  
Housing & Community Development Dept.  
Attention: Darby Marshall  
1441 Schilling Pl., 2<sup>nd</sup> Fl., South  
Salinas, CA 93901

(831) 755-5391  
(831) 755-5398 facsimile  
MarshallD@co.monterey.ca.us

Subrecipient

Subrecipient Name  
Subrecipient Director  
Subrecipient Address  
Subrecipient City, CA Subrecipient Zip  
Code  
Subrecipient Telephone:  
Subrecipient Fax  
Subrecipient Director Email

VI. SPECIAL CONDITIONS

Special conditions, if any, are included in Attachment A, Scope of Services.

VII. GENERAL CONDITIONS

A. General Compliance

Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation

## ATTACHMENT 5

Insurance, as Subrecipient is an independent contractor.

### C. Hold Harmless

Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipients performance or nonperformance of the services or subject matter called for in this Agreement.

### D. Indemnification

Subrecipient shall indemnify, defend, and hold harmless Grantee, its officers, agents and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless the Grantee under this Agreement.

### E. Insurance Requirements

#### 1. Evidence of Coverage

Prior to commencement of this Agreement, Subrecipient shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Subrecipient, upon request, shall provide a certified copy of the policy or policies. In the case of a Subrecipient which is a municipal corporation, proof of self-insurance and any other insurance with coverage broad enough to meet the requirements set out below shall be deemed to meet the insurance requirements.

This Certificate of Insurance shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. Subrecipient shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of Subrecipient.

#### 2. Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

#### 3. Insurance Coverage Requirements:

Without limiting Subrecipient's duty to indemnify, Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed

## ATTACHMENT 5

Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance, if Subrecipient employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, Subrecipient shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 4. Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Subrecipient completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty

## ATTACHMENT 5

days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Subrecipient and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of Subrecipient's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Subrecipients insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 4502 99.

Prior to the execution of this Agreement by the County, Subrecipient shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that Subrecipient has in effect the insurance required by this Agreement. Subrecipient shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Subrecipient shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify Subrecipient and Subrecipient shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Subrecipient to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

### F. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage and, as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.326 (Bonding Requirements), 2 CFR 200.310 (Insurance Coverage), and 2 CFR 200.447 (Insurance Requirements).

### G. Grantee Recognition

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

## ATTACHMENT 5

Agreement.

### H. Amendments

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

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

### I. Suspension or Termination

In accordance with 2 CFR 200.340 - Termination, Grantee may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

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

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either Grantee or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made; Grantee may terminate the award in its entirety.

## VIII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

Subrecipient agrees to comply with 2 CFR 200.302 Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E Cost

## ATTACHMENT 5

Principals. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record Keeping

#### 1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 (Retention Requirements for Records) and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 2 CFR Subpart D; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

#### 2. Retention

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

#### 3. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information, subject to the omission of all client-identifying information, shall be made available to Grantee monitors or their designees for review upon request.

#### 4. Disclosure

Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### 5. Close-outs

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

## ATTACHMENT 5

Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

### 6. Audits & Inspections

Subrecipient shall abide by all state and federal laws and regulations, including but not limited to: 2 CFR 200; 24 CFR Part 84; and OMB Circulars A-21, A-122, and A-133.

## C. Reporting and Payment Procedures

### 1. Program Income

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

The Grantee shall reimburse the Subrecipient for eligible costs incurred between July 1, 2022 and June 30, 2023. All requests for payment must be submitted to the Grantee no later than August 15, 2023.

### 2. Indirect Costs

If indirect costs are charged, Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipients share of administrative costs and shall submit such plan to Grantee for approval, in a form specified by Grantee. Any indirect costs must be consistent 2 CFR 200 Appendix II Subpart E Cost Principals.

### 3. Payment Procedures

Grantee will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by Subrecipient on a quarterly basis. Payments will be adjusted by Grantee in accordance with advance fund and program income balances available, if any, in Subrecipient accounts. In addition, Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by Grantee on behalf of Subrecipient. In no case shall reimbursement payments of eligible expenses exceed Subrecipients allocation of grant funds, or shall Grantee be obliged to make payments pursuant to this Agreement from funds other than those received by Grantee pursuant to the Grant Agreement.

### 4. Reporting after Completion of Program/Project

For programs (services), Subrecipient shall not need to submit any further reports after the last quarterly report filed upon the completion of the program and the HUD CAPER due thereafter. For projects, Subrecipient shall submit ongoing reports on a quarterly basis in regard to beneficiaries for a period of five years following completion of the project in the form, content, and frequency as required by Grantee. For projects undertaken by the Grantee,

## ATTACHMENT 5

Subrecipient shall submit ongoing reports on a quarterly basis in regard to beneficiaries for a period of five years following the date that the Grantee is no longer a direct entitlement jurisdiction in the form, content, and frequency as required by Grantee.

### D. Procurement

#### 1. Compliance with Regulations

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317-327 Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, materials, etc.) shall revert to Grantee upon termination of this Agreement.

#### 2. Travel

Subrecipient shall obtain written approval in advance from Grantee for any travel outside the Urban County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR 200.475 (Travel Costs).

### E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall follow the requirements of 2 CFR 200.311 (c) and CFR 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

1. Subrecipient shall transfer to Grantee any CDBG funds on hand and any accounts receivable which are attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, Subrecipient shall pay Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to, the property. Such payment shall constitute program income to Grantee. Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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



## ATTACHMENT 5

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

### X. PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

Subrecipient agrees to comply with County of Monterey and State of California civil rights law and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

##### 2. Nondiscrimination

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

##### 3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the project/program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

##### 4. Section 504

Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

#### B. Hiring Practices

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

## ATTACHMENT 5

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement as required by 2 CFR 200.321. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632).

### 2. Access to Records

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

### 3. Notifications

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

### 4. Equal Employment Opportunity Statement

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

### 5. Subcontract Provisions

Subrecipient will include the provisions of Section X. A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

## C. Employment Restrictions

### 1. Prohibited Activity

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

### 2. Labor Standards

#### a. Davis-Bacon

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) the Davis-Bacon Act its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential

## ATTACHMENT 5

property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5.
  - ii. Provided contract award occurs within 180-days of N/A (the date of the wage determination in Attachment DE), the Subrecipient may rely on U.S. Department of Labor, Wage Determination CA N/A Modification N/A published on N/A, when determining what wages and fringe benefits that are to be paid to trades people employed on this project for purposes of compliance with the Davis-Bacon Act. Said wage determination is hereby incorporated into the Subrecipient Agreement as Attachment E.
  - iii. If contract award occurs after N/A the Subrecipient must request a new Wage Determination which shall replace Attachment E in its entirety.
- b. California Labor Code as it relates to the payment of California Prevailing Wage.
- i. If it is determined that wages paid on the project are subject to California Prevailing Wage requirements, then the Subrecipient agrees to ensure that all persons working on the project are paid at the higher combined base pay and fringe benefit rate (California Prevailing Wage Rate or Davis-Bacon wage rate).
  - ii. For purposes of compliance with California Prevailing Wage requirements, the Subrecipient shall rely on the most recent California Department of Industrial Relations; General Prevailing Wage Determination when determining what wages and fringe benefits should be paid to trades people employed on this project.
    1. The effective date of each determination is ten (10) days after the issue date. (8 CCR 16000). The general determinations are issued twice a year (February 22nd and August 22nd) and go into effect ten days thereafter (March 3rd in a leap year and March 4th in a non-leap year for determinations issued on February 22nd, and September 1st for determinations issued on August 22nd).
- c. Determination of Wages to be Paid
- i. The Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the California Prevailing Wage Rate or Davis-Bacon wage rate.
3. "Section 3" Clause

## ATTACHMENT 5

### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

### b. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments

## ATTACHMENT 5

under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

### c. Subcontracts

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## D. Conduct

### 1. Assignability

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

### 2. Subcontracts

#### a. Approvals

Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of Grantee prior to the execution of such agreement.

#### b. Monitoring

Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### c. Content

Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

#### d. Selection Process

Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to Grantee along with documentation concerning the selection process.

### 3. Hatch Act

Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### 4. Conflict of Interest

## ATTACHMENT 5

Subrecipient agrees to abide by the provisions of 2 CFR 200.112 Conflict of Interest and 570.611, which include (but are not limited to) the following:

- a. Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee, Subrecipient, or any designated public agency.

### 5. Lobbying

Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. **Lobbying Certification**  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any

## ATTACHMENT 5

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 6. Copyright

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

### 7. Religious Activities

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

## XI. ENVIRONMENTAL CONDITIONS

### A. Air and Water

Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### B. Flood Disaster Protection

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

### C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds

## ATTACHMENT 5

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

### D. Historic Preservation

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

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

### E. CEQA

The County is acting solely in the capacity as a grant fund provider and the Subrecipient will abide by and follow all applicable State and Federal law relating to the project to which said funds are applied, including but not limited to any necessary environmental review and CEQA.

## XII. SEVERABILITY

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

## XIII. SECTION HEADINGS AND SUBHEADINGS

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

## XIV. WAIVER

Grantee's failure to act with respect to a breach by Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## XV. GOVERNMENT AND QUASI-GOVERNMENTAL AGENCIES

If Subrecipient is a governmental or quasi-governmental agency, Subrecipient shall comply with 24 CFR 570.502 (a), "Applicability of uniform administrative requirements. For all other Subrecipients, Subrecipient shall comply with 24 CFR 570.502 (b)

## XVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between Grantee and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Grantee and Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



ATTACHMENT 5

[Redacted]

COUNTY OF MONTEREY

By: \_\_\_\_\_  
[Redacted], Board President

By: \_\_\_\_\_  
Erik Lundquist, Housing & Community  
Development Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_  
[Redacted], Board Secretary

By: \_\_\_\_\_  
Kristi Markey, Deputy County Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Scope of Work & Budget Reviewed

Reviewed as to fiscal provisions:

By: \_\_\_\_\_  
[Redacted], Executive Director

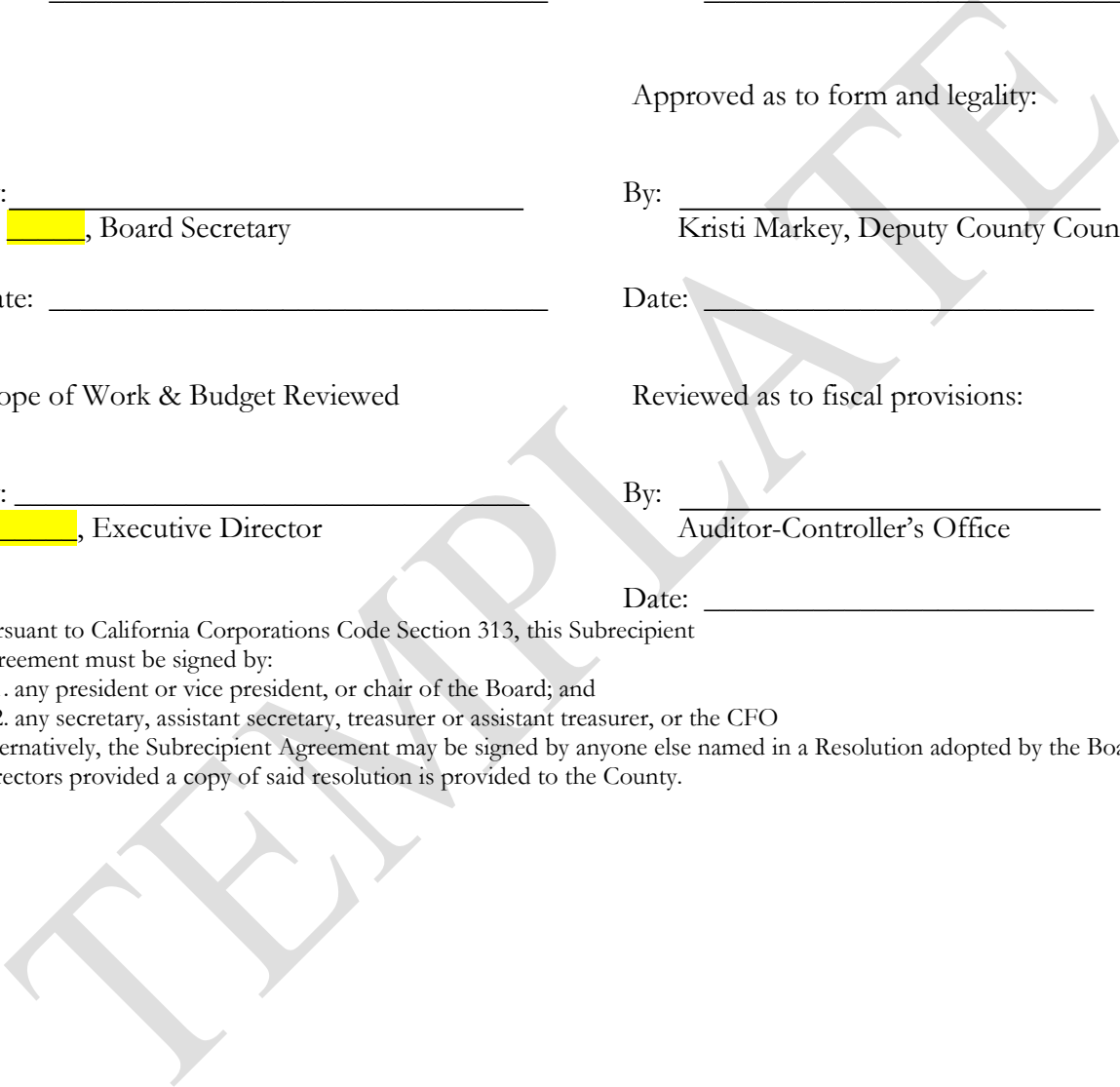
By: \_\_\_\_\_  
Auditor-Controller's Office

Date: \_\_\_\_\_

Pursuant to California Corporations Code Section 313, this Subrecipient Agreement must be signed by:

- 1. any president or vice president, or chair of the Board; and
- 2. any secretary, assistant secretary, treasurer or assistant treasurer, or the CFO

Alternatively, the Subrecipient Agreement may be signed by anyone else named in a Resolution adopted by the Board of Directors provided a copy of said resolution is provided to the County.



**Attachment A  
Scope of Services**

A. Program Delivery

- Project may begin incurring eligible expenses immediately
- Project must wait until notified by the County that all environmental reviews are complete before incurring eligible expenses
- Subrecipient is required to submit Progress Reports and Invoices
- Project is subject to the special terms and conditions in Attachment E
- Project is subject to the special terms and conditions in Attachment F
- Project is Subject to the special terms and conditions in Attachment G
- Activity is subject to California Prevailing Wages
- Recipient must use HUD CPD Income Eligibility Calculator to document eligibility of beneficiaries (<https://www.hudexchange.info/incomecalculator/>)

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Monthly	<input type="checkbox"/>	Quarterly	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

B. Scope of Work.

\_\_\_\_\_.

C. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

Subrecipient certifies that the activities carried out under this Agreement will meet HUD National Objective for:

Low/Moderate Limited Clientele (LMC)

In order to document that the activities carried out under this Agreement meet the requirement, Subrecipient will be responsible for obtaining the household income of all persons receiving services funded by this Agreement.

Subrecipient will document that the activities carried out under this Agreement will meet HUD National Objectives based upon obtaining the household income of all persons receiving services funded by this Agreement. To be eligible for CDBG assistance, a public service or project must serve low- and moderate-income persons. Low- and moderate-income are defined as those at or below **80%** of the County Area Median Income. Documentation of the benefit to low- and moderate-income level persons is required of every project funded (CDBG National Objective 24

## ATTACHMENT 5

CFR 570.208). The income verification needed is determined by the project and the clients served. For limited clientele, 51% of the beneficiaries have to be low or moderate income. Public service activities must be offered to a particular group of low- and moderate-income residents in the entire community. In order to document that the activities carried out under this Agreement meet the requirement, Subrecipient will be responsible for obtaining the household income of all persons receiving services funded by this Agreement. Agencies will collect income data and demographic data for each recipient in the program as either Client Based or Presumed Benefit. Activities that **exclusively** serve a group of persons in any one or a combination of the following HUD approved categories may be presumed to benefit 51% of the persons who are low to moderate income. Since these groups are presumed to be low and moderate income, individual income verification is not required although other client statistics will be required. HUD Presumed Benefit categories include:

- |   |  |
|---|--|
| <input type="checkbox"/> Elderly persons (62 years and older) | <input type="checkbox"/> Migrant farm workers                                |
| <input type="checkbox"/> Battered spouses                     | <input type="checkbox"/> Severely disabled adults                            |
| <input type="checkbox"/> Homeless persons                     | <input type="checkbox"/> Persons living with HIV/AIDS                        |
| <input type="checkbox"/> Abused children                      | <input type="checkbox"/> Illiterate persons (includes non- English speakers) |

You must be classified as providing either Client Based or Presumed Benefit services. If you are serving clients only in a specific geographic area or census tract, then select the Area Benefit option.

ATTACHMENT 5

**Attachment B  
Staffing**

A. Key Personnel:

B. Staffing to be charged under Agreement

(The percent of time should reflect the ratio of estimated time spent on this CDBG program/project divided by the total hours worked annually.)

POSITION	NAME	% of TIME	Hourly Rate	COST

TEMPLATE

ATTACHMENT 5

Attachment C  
Budget

Budget Category	Budget for FY20 /
Employee Services	
Supplies and Materials	
Consumable Supplies	
Non-Consumable Supplies	
Outside Services	
Telephone	
Utilities	
Maintenance	
Contract/Consultant Services	
Other Charges	
Rent	
Travel (Mileage)	
Insurance	
Capital Outlay	
Equipment/Furniture	
Other	
Printing and Reproductions	
Training, Library, Professional Membership	
Postage	
Development	
Total	

ATTACHMENT 5

Attachment D  
Schedule

This table should match the projects and milestones contained in Attachment 1.C.

MILESTONE	1st Qtr % of Project	2nd Qtr Cum % of Project	3rd Qtr Cum % of Project	4th Qtr Cum % of Project

TEMPLATE

ATTACHMENT 5

**Attachment E**  
**Davis-Bacon Wage Determination**

TEMPLATE

## ATTACHMENT 5

### **Attachment E Special Terms and Conditions For Construction Projects**

#### **SB854 Compliance**

The Subrecipient must register the project with the California Department of Industrial Relations (DIR) within five days of awarding the contract, by completing form PWC-100. ([Labor Code section 1773.3](#)) This requirement applies to all public works projects that are subject to the prevailing wage requirements of the Labor Code, regardless of size or funding source.

The Subrecipient is responsible for administering its project and ensuring that public funds are used appropriately. As partners with DIRs Public Works Enforcement team, the Subrecipient must also ensure that all public works contractors are in compliance with all labor laws.

#### **Bid Document and Contract Language Requirement**

Subsection (b) of Labor Code section 1771.1 states that Notice of the requirement described in [Section 1771.1] (a) shall be included in all bid invitations and public works contracts[.]

Provision to obtain proof of bidder DIR registration

- The Subrecipient is responsible for compliance with this requirement.
- Bid document to be submitted to County five (5) business days before it is issued to the public
- County reviews and confirms requirements are met
- The Subrecipient may proceed if County DOES NOT notify them that the bid documents are insufficient

#### **Project Award**

All bidders and selected contractors/subcontractors must be registered with DIR at time bid is submitted and provide one of two numbers:

1. Public Works Contractor (PWC) Registration Number
2. California Contractors State License Board (CSLB)/Certificate Number

Subrecipient is responsible for:

- Verifying PWC and/or CSLB/Certificate Numbers of selected contractor and subcontractors
  - Registering the public works project with DIR
  - Providing proof of project registration to the County
- 1) Prior to issuing a construction request for bid, the Subrecipient shall:
    - a) Provide a copy of all bid documents to the County for review to ensure that the required labor standards language contained in Section X.C.2 of this Agreement and the U.S. Department of Labor Wage Determination is incorporated into the bid documents.
      - i) Bid documents shall not be released until the Subrecipient has received County approval of the bid documents.



## ATTACHMENT 5

- b) Provide a copy of a contract with the prevailing wage monitor responsible for reviewing all Certified Weekly Payrolls and conducting employee interviews to ensure that the correct job classification is used and the correct wages and fringe benefits are paid as required by Section X.C.2.a of this Agreement.
- 2) Prior to issuing a Notice to Proceed, the Subrecipient shall:
- a) Provide the selected contractors DUNS number to the County.
- b) Provide proof that the selected contractor and sub-contractors have not been disbarred or excluded from receiving federal assistance by providing a print out of the contractors status obtained from [www.sam.gov](http://www.sam.gov)
- c) Provide the California Department of Industrial Relations DIR Project ID to prove that the project has been registered with the California Department of Industrial Relations as required by SB854
- 3) When submitting the first monthly report, the Subrecipient shall include the following information in addition to the requirements in number 4 of this attachment:
- a) Bid opening date;
- b) Contract award date;
- c) Pre-construction conference date; and
- d) Construction start date.
- 4) When submitting monthly reports, the Subrecipient shall include:
- a) Percentage of work completed;
- b) Weekly certified payrolls:
- i) Subrecipients are encouraged to use the U.S. Department of Labor form HW-347 for reporting certified payrolls. Instructions and fillable pdf forms are available at:
- <http://www.dol.gov/whd/forms/wh347instr.htm>;
  - <http://www.dol.gov/whd/forms/wh347.pdf>; and
- c) Copies of employee interviews conducted to verify job classification and wage rate.
- d) Wage Monitors certification that they have reviewed the certified payrolls and that all wages and fringe benefits have been correctly paid

ATTACHMENT 5

**Attachment F  
Special Terms and Conditions  
Monitoring Standards**

The following is a partial listing of the areas that the Grantee may monitor to ensure Subrecipient compliance with the Subrecipient Agreement and all referenced laws and regulations. The items listed below represent some, but not all of the items that the County may examine during its monitoring visit.

- 1) Record Keeping Systems (24 C.F.R. 570.506)
  - a) Overall filing system Can the required records be quickly and easily found
  - b) Contractor bonding and insurance
  - c) National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- 2) Financial Management Systems
  - a) Did Subrecipient expend \$500,000 or more in Federal funds (from all sources) during the Subrecipients last fiscal year?
    - i) If yes, was an Independent Audit prepared?
    - ii) If yes, the County will need a copy for its records.
    - iii) If no, the County will need to know why one was not prepared.
  - 3) Procurement & Bonding
    - a) Procurement Procedures
    - b) Conflict of Interest
  - 4) Non-Discrimination and Actions to Further Fair Housing

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

Resolution No.:

Adopting a Resolution of the Board of )  
Supervisors of the County of Monterey to )  
authorize the Director of Housing and )  
Community Development to sign )  
documentation required for )  
environmental reviews associated with )  
projects funded by Community )  
Development Block Grant funds. )

**WHEREAS**, the United States Department of Housing and Urban Development and the United States Environmental Protection Agency impose upon the County of Monterey an obligation to comply with certain signatory and reporting requirements for environmental reviews associated with projects funded by Community Development Block Grant Funds; and

**WHEREAS**, to fulfill its obligations under 24 CFR Part 58, the County as a “Responsible Entity” must designate a “Certifying Officer” to certify compliance with the National Environmental Policy Act and other relevant federal laws; and

**WHEREAS**, to administer federal Community Development Block Grant Funds, the County must certify to HUD that the Chair of the Board of Supervisors, or his/her designee in his/her official capacity, consents to accept the jurisdiction of the federal courts if an action is brought to enforce responsibilities in relation to environmental reviews, decision making, and action and that these responsibilities have been satisfied; and

**WHEREAS**, the legal effect of the certification is that upon its approval, the County of Monterey may use the Community Development Block Grant funds, and HUD will have satisfied its responsibilities under the National Environmental Policy Act of 1969 and other environmental responsibilities listed in 24 CFR Parts 50 and 58; and

**NOW, THEREFORE, BE IT RESOLVED** that for any potential CDBG-funded project where the project is: 1) exempt by definition pursuant to 24 CFR § 58.34, 2) categorically excluded and not subject to 24 CFR Part 58, or 3) categorically excluded and subject to review with 24 CFR § 58.5 but no compliance/consultation with regulatory authorities is required, the County designates the Director of Housing and Community Development as the Certifying Officer. As the Certifying Officer, the Director of Housing and Community Development may do all acts necessary to approve the submission of the environmental review documents to the federal government and certify compliance in accordance with this resolution; and

**BE IT FURTHER RESOLVED** that for any potential CDBG-funded project where either: 1) the project is categorically excluded and subject to review with 24 CFR § 58.5 and compliance / consultation is required or 2) the project requires an environmental assessment and/or environmental impact statement, the County designates the Director of Housing and Community Development as the Certifying Officer. As the Certifying Officer, the Director of Housing and Community may do all acts necessary to approve the submission of the environmental review documents to the federal government and certify compliance in accordance with this resolution; and

**BE IT FURTHER RESOLVED** that for any project where an environmental review was submitted to the federal government prior to July 1, 2021, and where any potentially CDBG- funded project was: 1) exempt by definition pursuant to 24 CFR § 58.34, 2) categorically excluded and not subject to 24 CFR § 58.5, or 3) categorically excluded and subject to review with 24 CFR § 58.5 but no compliance/consultation with regulatory authorities was required, the County ratifies all actions, signatory approvals, and certifications by employees of the County that were necessary to complete those environmental reviews submitted to the federal government. The County designates any such employee as a Certifying Officer for the County of Monterey for the projects acted upon and certified by the employee prior to July 1, 2021.

PASSED AND ADOPTED on this 24<sup>th</sup> day of May, 2022, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisor duly made and entered into the minutes thereof of Minute Book \_\_\_\_ for the meeting on May 24, 2022.

Dated

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

By \_\_\_\_\_  
, Deputy