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Monterey Urban County

Community Development Block Grant Program

FY 2023 - FY 2024 Annual Action Plan

Lead Agency



County of Monterey
Housing and Community Development
1441 Schilling Place, 2nd Floor South
Salinas, CA 93901

Participating Units of General Local Government

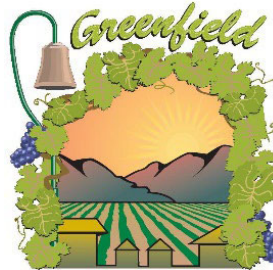


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Executive Summary

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. This is the fourth Action Plan for the Urban County's 2020-2024 Consolidated Plan (Con Plan), which covers July 1, 2020 to June 30, 2025. The Plan identifies the housing and community needs activities to be undertaken between July 1, 2023 and June 30, 2024, with some identified capital projects extending into subsequent years. The Urban County has been allocated \$1,191,644 in CDBG entitlement funds for FY 2023-2024.

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 Urban County intends to use FY 2023-2024 CDBG funds to coordinate programs, services, and projects which create a suitable living environment, and provide affordable housing. All programs, services, and projects will also meet one of the priorities identified in the 2020-2024, which include:

- 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.

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 and the many needs identified during the FY 2023-2024 Action Plan public outreach process. The use of CDBG funds in FY 2023-2024 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 continued access to low and moderate income households and those with special needs.

Evaluation of past performance

The FY 2022-2023 Action Plan was the fourth Action Plan of the Con Plan cycle. In FY 2022-2023, 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. The FY 2022-2023 CDBG allocation was \$1,226,268. 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 2022-2023 is reported in this document.

CDBG Entitlement Programs

The accomplishments in CDBG programs in the first two quarters of FY 2022-2023 are shown below:

- Alliance on Aging and Legal Services for Seniors assisted older residents of the Urban County navigate the legal system and obtain needed services. A total of 1,013 individuals were assisted in the first two quarters of FY 2022-2023.
- Interim Inc. provided outreach to those experiencing homelessness and connected them to appropriate resources and services. In the first two quarters of FY 2022-2023, 12 persons experiencing homelessness were assisted.
- 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. A total of 56 residents were provided assistance.
- Meals on Wheels of the Salinas Valley and Meals on Wheels Monterey Peninsula provided services that addressed the food security issues faced by senior citizens. In the first two quarters of FY 2022-2023, 85 seniors were assisted.
- In the first two quarters of FY 2022-2023, 609 youth were assisted in programs operated by the Boys & Girls Club, the Central Coast YMCA, and Girls, Inc. of the Central Coast. Activities and recreation opportunities were provided to help pre-teens and teens develop their leadership skills, learn more about themselves, and learn how to deal with social pressures.
- Three capital improvement projects were in the planning stages in the Aromas area, the City of Greenfield, and the City of Gonzales. These projects will help provide sidewalk improvements and improved community resources, including a community center and library.

CDBG-CV Programs

The CDBG-CV programs reported on have been in place since prior to the start of FY 2022-2023. The accomplishments reported below are from the inception of each program.

- The Food Bank for Monterey County has provided food services to 121 families impacted by the coronavirus.
- Court Appointed Special Advocates (CASA) has provided service to 73 young people impacted by the pandemic.
- Legal Services for Seniors continues to provide services to senior impacted by the coronavirus.
- Meals on Wheels of the Salinas Valley and the Food Bank for Monterey County provided meal services 642 seniors facing food insecurity due to the impacts of the coronavirus.
- Interim, Inc. provided 46 individuals experiencing homelessness with assistance.

Summary of Citizen Participation Process and consultation process

The Urban County relies on the needs identified in the Consolidated Plan and during public meetings and/or public hearings to determine how to allocate CDBG funds. The Urban County holds noticed public meetings annually in December as part of the Notice of Funding Availability process. The Monterey County Board of Supervisors Urban County Subcommittee also conducted a meeting in March to solicit input on funding priorities that is open to the public. A public hearing was held in May as part of the process to prepare the Annual Action Plan. A second noticed public hearing will be held in September to report on the Consolidated Annual Performance and Evaluation Report (CAPER). Notices of public meetings and public hearings 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 December 21, 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 six newspapers: Salinas Californian (Spanish), Monterey County Weekly, and the four newspapers published by the South County Newspaper Group. 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. Nine agencies submitted applications for FY 2023-2024 CDBG funds requesting a total of \$304,873. Nine were awarded funds as shown in Table 8 in section AP-35.

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, 2023, to rate, rank, and recommend projects for funding.

Public Review of Draft Documents

A 30-day public review was held from April 8, 2023, through May 9, 2023. Copies of the draft FY 2023-2024 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 9, 2023, 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 2023-2024 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(I)

Introduction

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

- Public agencies (such as school districts, health services, public works)
- Economic development and employment organizations
- Community groups
- 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 and housing professionals

These agencies received email of notices of the Urban County's Action Plan process, public hearings, 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(I))

The County of Monterey's Health Department sits on the Lead Me Home Leadership Council, the local Continuum of Care governing board, along with the Housing Authority of the County of Monterey, homeless services providers, and non-profit housing developers. The Health Department assists with pursuing funding in partnership with housing developers, like No Place Like Home, which has led to the development of housing for chronically homeless veterans and unaccompanied adults with severe mental illness.

Monterey County's Health Department was selected to pilot the State of CA's Whole Person Care (WPC) program. WPC 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.

Whole Person Care has since sun-setted, however the Health Department was recently approved to be a CalAIM technical assistance provider to support the local Managed Care Plan's Enhanced Care Management and Community Support organizations in utilizing WPC approaches under the new initiative.

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. MCBH provides a range of mental health and substance use disorder services to children, youth, adults, and families throughout Monterey County. MCBH funds transitional housing and permanent supportive housing for clients suffering for SMI.

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.

As the local continuum of care lead agency, the Coalition of Homeless Services Providers (CHSP) serves as the collaborative applicant and the administrator of the Homeless Management Information System, coordinated entry, and responsible for the implementation of the 5 Year Plan to Reduce Homelessness. CHSP's membership consists of over 20 not-for-profit organizations who share the mission of ending homelessness. The Lead Me Home Leadership Council is the CoC governing board and holds positions for one Monterey County Board Supervisor, five mayors (including the ESG recipient), the Departments of Social Services, Health, Education and CAO, the Housing Authority, people with lived experience, Youth Action Board members, developers, parole office, non-profits that focus on transitional-aged youth, veterans, and employment.

In March of 2020, the Coalition of Homeless Services Providers, County of Monterey Department of Social Services, County of Monterey Health Department, the County of San Benito Health and Human Services, and the City of Salinas co-sponsored the development of the Lead Me Home Plan Update – 5 Year Plan to Reduce Homelessness by 50%. Goals of this plan 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. The County also serves on the CoC's Funding Committee to discuss funding and leverage resources in partnership with the ESG recipient.

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	Agency/Group/Organization	City of Del Rey Oaks
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	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
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Del Rey Oaks is a member of the Urban County Consortium.
2	Agency/Group/Organization	CITY OF GONZALES
	Agency/Group/Organization Type	Other government – Local

	What section of the Plan was addressed by Consultation?	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
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Gonzales is a member of the Urban County Consortium.
3	Agency/Group/Organization	CITY OF GREENFIELD
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	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
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Greenfield is a member of the Urban County Consortium.
4	Agency/Group/Organization	City of Sand City
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	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

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Sand City is a member of the Urban County Consortium.
5	Agency/Group/Organization	Central Coast YMCA
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	YMCA provides recreation services to children from low and moderate income households in Pajaro.
6	Agency/Group/Organization	LEGAL SERVICES FOR SENIORS
	Agency/Group/Organization Type	Services-Elderly Persons Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	LSS provides legal services that, among other things, assist seniors with protecting their financial security and fair housing.
7	Agency/Group/Organization	Rancho Cielo, Inc.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	Agency/Group/Organization	MEALS ON WHEELS OF THE SALINAS VALLEY
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	MOW provides home delivery of meals to very low and low income households allowing them to maintain their independent living situations.

9	Agency/Group/Organization	Veterans Transition Center
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Veteran services
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs – Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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	Agency/Group/Organization	Alliance on Aging
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provides services for seniors.
11	Agency/Group/Organization	Monterey County Public Works
	Agency/Group/Organization Type	Other government – County
	What section of the Plan was addressed by Consultation?	Market Analysis Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	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 2023-2024 Action Plan.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
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 Fair Housing Choice	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.
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)

The County of Monterey is currently in the process of updating the Housing Element of the General Plan.

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) was published in six newspapers: Salinas Californian (Spanish), Monterey County Weekly, and the four newspapers published by the South County Newspaper Group. 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 December 21, 2022. The Urban County Committee met on March 17, 2023 to review requests for funding and make recommendations to the Board of Supervisors (BOS). No public comments were received. The draft FY 2023-2024 Action Plan was made available for public comment from April 8, 2023 to May 9, 2023. The BOS conducted a public hearing on May 9, 2023 to approve the FY 2023-2024 Action Plan.

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	Non-targeted/broad community Minorities Non-English Speaking - Specify other language: Spanish	No comments were received.	No comments were received.	No comments were not accepted.	

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)
4	Public Hearing	Non-targeted/broad community Minorities Non-English Speaking - Specify other language: Spanish	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

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	\$1,191,644	\$10,000	\$155,000	\$1,356,644	\$3,100,000	The Urban County has been allocated \$1,191,644 for FY 2023. 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 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 leverages state, federal funds, and local to support a rapid rehousing programs, interim housing, and Permanent Supportive Housing. The Department of Social Services administers Emergency Rental Assistance, the Homeless Housing, Assistance and Prevention funding, Housing Disability Advocacy Program, Bringing Families Home, and the CalWORKs Housing Support Program, which has expanded to include homeless prevention services. HHAP funds support Rapid Rehousing services for, and the operations of, the Salinas navigation center, youth shelters, and family shelters. Monterey County Department of Social Services (MCDSS) partners with the city of Salinas to leverage county and city funding for the joint operation of the navigation center. MCDSS also uses HHAP funding to support services for a total of 4 Homekey sites in the city of King and the city of Salinas.
- **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 and the City of Seaside worked together to develop a shelter on County-owned land which opened in late 2020. Case de Noche Buena (CNB) emergency shelter served single women and families with children in the City of Seaside and the Monterey Peninsula. CNB can accommodate 28-35 persons depending on family size. Capital and funding for operations come from the Homeless Emergency Assistance Program (HEAP). The County of Monterey donated the use of a County-owned facility at 1292 Olympia Avenue. This site is used for emergency shelter and navigation services. In addition, the Monterey County Department of Social Services provided \$100,000 in HHAP and County homeless funds for operations in fiscal year 2020, 2021, and 2022.

In 2021, the County of Monterey opened the Salinas SHARE Navigation Center on a 3-acre parcel of County-owned property at 855 E. Laurel Drive in Salinas. The SHARE Center can serve up to 110 persons

at one time depending on the family size. The County funded construction of the SHARE Center with capital awarded from a joint grant application to the Homeless Emergency Assistance Program. The County and the City of Seaside collaborate closely to fund the shelter operations and supportive and housing navigation services at the SHARE Center.

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 2023-2024 this will limit general administration to \$238,328 and public services to \$178,746. The Urban County received nine requests totaling 304,873 for public service and fair housing activities. Two proposals for capital projects were received and the Urban County will undertake three capital projects directly. For FY 2023-2024, the Urban County will distribute funds as follows:

- \$979,573 for Capital Projects
- \$178,747 for Public Services (8 projects)
- \$168,324 for Administration
- \$30,000 for Fair Housing Program

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: \$30,000	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: \$22,997	Public service activities other than Low/Moderate Income Housing Benefit: 40 Persons Assisted
3	Public Facilities	2020	2024		Low/Mod Areas	Public Facilities	CDBG: \$979,573	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 34,729 Persons Assisted
4	Public Services	2020	2024	Public Services	N/A	Public Services	CDBG: \$155,750	Public service activities other than Low/Moderate Income Housing Benefit: 1,409 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Fair Housing
	Goal Description	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	Goal Name	Homelessness and Homeless Prevention Services
	Goal Description	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	Goal Name	Public Facilities
	Goal Description	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	Goal Name	Public Services
	Goal Description	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 2023-2024 is the Urban County's fourth 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 2023-2024 Funding Allocation

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 \$1,191,644 allocation for FY 2023-2024 this will limit general administration to no more than \$238,328 and public services to no more than \$178,747. The Urban County received nine requests for public service and fair housing activities totaling \$304,973 and is funding eight public services and one fair housing project as shown below.

For FY 2023-2024, the Urban County is proposing to distribute funds as follows:

- \$178,747 for Public Services (8 projects)
- \$198,324 for Administration (including fair housing)

The Urban County is funding five capital projects totaling \$979,573, which includes two County Public Works projects:

- \$100,000 for sidewalk improvements in Las Lomas
- \$100,000 for solar street lighting in San Lucas
- \$5,000 in additional funds for sidewalk improvements in Aromas

In addition, in FY 2023-2024 two capital projects will receive funding as part of multi-year projects. The funding schedule for capital projects funded over multiple years is as follows:

- The City of Gonzales was allocated \$714,950 for the Community Center Project, to be provided in two installments - \$357,475 as part of the FY 2022-2023 Action Plan, and the remaining \$357,475 as part of the FY 2023-2024 Action Plan. However, the FY 2023-2024 CDBG allocation was less than anticipated and the FY 2023-2024 funding for the City of Gonzales was reduced to

\$347,382.

- The City of Greenfield was allocated \$879,206 for the Walnut Avenue Pedestrian Improvement Project in two installments - \$439,603 as part of the FY 2022-2023 Action Plan, and the remaining \$439,603 as part of the FY 2023-2024 Action Plan. However, the FY 2023-2024 CDBG allocation was less than anticipated and the FY 2023-2024 funding for the City of Greenfield was reduced to \$427,191.

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 2023-2024 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, 2023. As permitted by the CDBG program, the Urban County will seek reimbursement of these expenses from the FY 2023-2024 CDBG allocation of planning and administration funds.

Prior Year Recaptured Funds

Should the Urban County identify recaptured prior year funds of up to \$200,000, it will be divided equally between the Las Lomas Sidewalk Improvement project and the San Lucas Solar Street Light project. If additional recaptured prior year funds are identified, the first \$100,000 will be allocated to the Las Lomas Sidewalk Improvement project. If any additional funds remain, up to \$75,000 will be allocated to the San Lucas Solar Street Light project.

Program Income

If the Urban County receives program income beyond that already identified in the Available Resources section, it shall be retained and awarded to new projects during FY 2024-2025.

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.)
9	Aromas Sidewalk Improvement (Urban County)
10	Walnut Avenue Pedestrian Improvements (City of Greenfield)
11	Community Center Project (City of Gonzales)
12	Las Lomas Sidewalk Improvements (County of Monterey)
13	Solar Street Lights (City of San Lucas)
14	Fair Housing and Tenant/Landlord (Eden Council for Hope and Opportunity)

#	Project Name
15	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. They form the basis for allocating investments geographically within the Urban County during the five-year period Consolidated Plan period. They 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 in FY 2023-2024. 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 2023-2024, the Urban County will allocate funds to the cities of Greenfield and Gonzales as part of a two-year funding strategy. Both Cities received allocations of CDBG funds in FY 2022-2023. The City of Gonzales will leverage the CDBG funds with other funds to build a Community Center to serve a low/mod income community. The City of Greenfield is using use CDBG funds for pedestrian improvements in a low/mod income area.

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. The lack of adequate funding is a critical obstacle to addressing the underserved needs. 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

1	Project Name	Outreach Services (Alliance on Aging)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$22,250
	Description	<p>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 family 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 100 persons of at least 62-years of age.</p>
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	100 seniors living in the rural areas of Monterey County
	Location Description	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.

	Planned Activities	<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"> • Provide senior resources, information, and referrals to individuals and groups of people as necessary • Assess needs on an individual basis, coordinate services, and refer as necessary. <p>Provide individual assistance with completing low-income assistance forms, i.e. benefits check-up.</p>
2	Project Name	South County Youth Programs and Services (Boys & Girls Club)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$22,250
	Description	<p>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 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 645 low-income youth.</p>
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	645 low-income youth
	Location Description	Fairview Middle School
Planned Activities	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.	
3	Project Name	Pajaro Parks Program (Central Coast YMCA)

	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$22,250
	Description	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 320 total youth, which 163 or more will be 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. 1. Matrix Code - 05L (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 - Sustainability of programs that serve approximately 320 persons in a community that is 94.1% low-moderate income.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	320 youth
	Location Description	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.
	Planned Activities	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.
4	Project Name	After School Program (Girls, Inc.)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$22,250

	Description	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 250 low income youth.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	250 low-income youth
	Location Description	Greenfield and the unincorporated area of North County
	Planned Activities	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	Project Name	MCHome Street Outreach (Interim, Inc.)
	Target Area	Not Applicable
	Goals Supported	Homeless and Homeless Prevention Services
	Needs Addressed	Homeless and Homeless Prevention Services Public Services
	Funding	\$22,997

	Description	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.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	40 homeless individuals
	Location Description	Unincorporated areas of the county as well as in the City of Sand City, Del Rey Oaks, Gonzales, and Greenfield
	Planned Activities	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.
6	Project Name	Legal Services for Seniors (LSS)
	Target Area	Not Applicable
	Goals Supported	Fair Housing
	Needs Addressed	Public Services
	Funding	CDBG: \$22,250
	Description	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.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	365 low-income seniors
	Location Description	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"> • King City (Housing Authority site), • Greenfield (Monterey County Free Library), • Soledad (Monterey County Free Library), • Gonzales (City of Gonzales City Hall). • Prunedale Senior Center • Carmel (Carmel Foundation), • Carmel Valley (Monterey County Free Library)
	Planned Activities	LSS will provide direct legal services to 365 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	Project Name	Home Delivered Meals (Meals on Wheels Monterey Peninsula, Inc.)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	\$22,250
	Description	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 80 elderly clients.

	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	80 low-income seniors
	Location Description	City of Sand City, Del Rey Oaks and Big Sur
	Planned Activities	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.
8	Project Name	Home-delivered Meal Program (Meals on Wheels of the Salinas Valley)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$22,250
	Description	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.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	14 low income seniors
	Location Description	Cities of Gonzales, Greenfield and other unincorporated areas of the Salinas Valley

	Planned Activities	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.
9	Project Name	Aromas Sidewalk Improvements (County of Monterey)
	Target Area	Not Applicable
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	\$5,000
	Description	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 with connect Aromas School with the Aromas Community Park. This project, which is in its second year of funding, was approved originally at \$10,000, with the option of up to an additional \$100,000 if the funds became available. Monterey is recommending an additional \$5,000 in 2023-24 funds, bringing the total for the project to \$115,000. 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 2,708 residents in the Aromas community.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	This project will be available to the entire population of Aromas but will primarily benefit the estimated 2,708 people with disabilities in Aromas.
	Location Description	Sidewalks improvements in the Aromas area
Planned Activities	Construction of 1,200 linear feet of sidewalks connecting Aromas school with the Aromas Community Park.	
10	Project Name	Walnut Avenue Pedestrian Improvements (City of Greenfield)
	Target Area	Not Applicable
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	\$427,191

	Description	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, which is in its second year of funding, 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. 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.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The project will be available to all of Greenfield’s 16,810 residents, of which 14,485 are low/mod income.
	Location Description	Walnut Avenue in the City of Greenfield
	Planned Activities	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.
11	Project Name	Community Center Project (City of Gonzales)
	Target Area	Not Applicable
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	\$347,382

	Description	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, which is in its second year of funding, 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). 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.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The project will be open to all 11,750 Gonzales residents, of which 9,620 are low/mod income.
	Location Description	On 5 th Street in the City of Gonzales
	Planned Activities	Demolition, grading, construction
12	Project Name	Las Lomas Sidewalk Improvements (County of Monterey)
	Target Area	Not Applicable
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$100,000
	Description	Public Works will use CDBG funds to construct curbs, gutters, driveways and sidewalks from Las Lomas Drive to the bus stop at Hall Road. CDBG funds will be used to construct these improvements in areas of the community where the improvements were not funded with Active Transportation Program (ATP) grant funds. 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 3,046 residents in the City of Las Lomas.

	Target Date	06/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	3,046 low/mod income persons
	Location Description	Sidewalk improvements from Las Lomas Drive to Hall Road bus stop.
	Planned Activities	Curbs, gutter, driveway, and sidewalk improvements
13	Project Name	Solar Street Lights in San Lucas
	Target Area	Not Applicable
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$100,000
	Description	Solar street light improvements in the City of San Lucas 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 415 low/mod residents in the City of San Lucas.
	Target Date	06/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	415 low/mod income persons
	Location Description	Improvements in the City of San Lucas
	Planned Activities	Installation of solar street lights in the City of San Lucas
14	Project Name	Fair Housing Services (Eden Council for Hope and Opportunity)
	Target Area	Not Applicable
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	\$30,000

	Description	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.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A – services are available to all Urban County residents
	Planned Activities	The provision of fair housing services
15	Project Name	General Administration
	Target Area	Not Applicable
	Goals Supported	Fair Housing Homelessness and Homeless Prevention Services Public Facilities Public Services
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$168,324
	Description	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.
	Target Date	6/30/2024

Estimate the number and type of families that will benefit from the proposed activities	There are no direct beneficiaries associated with the County's management of the CDBG funds.
Location Description	The Housing and Community Development Department office is located at 1441 Schilling Place – 2 nd Floor South, Salinas, CA 93901. County staff makes annual site visits to Subrecipients and provides on-site technical assistance as requested by the Subrecipients.
Planned Activities	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

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. Therefore, the Urban County has not established specific target areas where CDBG funds will be focused.

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

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

The Urban County has not established specific geographic target areas where CDBG funds will be focused.

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.

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

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

One Year Goals for the Number of Households Supported Through	
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 2023-2024.

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. 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.

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.

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

- Three properties in the unincorporated areas of the Urban County, including:
 - 48-unit Paseo de las Rosas in Castroville – restricted to farmworkers
 - 29-unit Vista del Valle in Chualar – restricted to farmworkers
 - 79-unit Rippling River in Carmel Valley – restricted to seniors or persons with disabilities
 - 20-unit Casa de Oro in Gonzales – restricted to seniors or persons with disabilities
 - 30-unit Casa Santa Lucia in Gonzales
 - 50-unit Los Ositos in Greenfield – 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 2023-2024, the Urban County anticipates expending approximately 25% of the funding allocated to public services (\$178,747 total) to provide homeless and homeless prevention services through the following:

- Alliance on Aging will provide outreach services to seniors in rural areas of South County to provide resources, information, and referrals to other senior services.
- Homeless outreach through Interim, Inc.'s MCHOME program.

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 those experiencing homelessness or 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) 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 unhoused in obtaining appropriate services. The COC strives to provide and expand housing opportunities for those experiencing homelessness and formerly homeless people, through emergency shelters, transitional housing, rapid rehousing, 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 by 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 2023-2024, 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 in the process of developing an update to the Housing Element to the General Plan which will cover 2023-2031. The first draft of the 2023 to 2031 Housing Element is expected to be submitted to the State for consideration in May 2023.

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.

In addition, the Urban County is currently in the process of developing an update to the Housing Element to the General Plan which will cover 2023-2031. The Housing Element will address the need for affordable housing as outlined in the Regional Housing Needs Assessment (RHNA). The current and updated Housing Element both contain policies and programs aimed at encouraging the development of

housing for residents of all income levels through incentives and streamlined processes and procedures. The first draft of the 2023 to 2031 Housing Element is expected to be submitted to the State for consideration in May 2023.

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(I)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(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
Total Program Income:	0

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.	100.00%

Attachment 2

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Attachment 2

Urban County
2023-24 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. Since April of 2021, AOA has had a weekly presence at Taylor Farms/SVMH Wellness Center in Gonzales where staff offer information & benefits assistance. AOA has invited other senior providers to join them on site and the clinic serves the patients as well as other seniors and their families seeking information and resource packet. Alliance on Aging participates in Meals on Wheels monthly congregated luncheon/social affair in Gonzales and numerous low-income senior housing complexes.	The target population for the AOAs Outreach Program are senior residents of South Monterey County. Many who are agricultural workers and those who aged out of physically being able to do the work. Their monthly expenses exceed their earned income or meager social security benefit. As medical costs increase, we will provide insurance counseling to lower one's Rx costs and screen one's eligibility for various low-income assistance programs including Medi-Cal, CalFresh, Transportation and PG&E.	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, SMART Moves programming, 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 up to six schools in Greenfield. We also serve families at Camphora Apartments (Salinas Valley Unincorporated). 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 impact and growing economic challenges with inflation and recession creates 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 impact and growing economic challenges with inflation and recession creates 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.

Urban County
2023-24 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 at least 320 low and moderate income youth who are residents of Pajaro. Census data shows that of 3,066 residents of Pajaro, 46% are living on moderate or low incomes (up to 150% of the federal poverty line) and 35.4% of residents are youth 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.	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.
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 provide education to landlords regarding legal business practices.	ECHOS 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.	ECHOS 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.

Urban County
2023-24 Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Girls Inc. of the Central Coast	After School Program	Provide after school youth development and prevention programs to low-income girls at 7 elementary, middle and high schools in Greenfield and North Monterey County. Five after-school programs will: (1) encourage girls to go to college, avoid risky behaviors, and plan for a career; (2) provide paid internships for program grads to develop leadership and employments skills while mentoring younger girls; (3) develop effective refusal skills to avoid risky behaviors and hold onto personal values; (4) provide accurate health information and promote open communication between mothers and daughters.	We will serve girls, ages 9-18, providing developmentally appropriate after-school programming, in 7 Greenfield and North Monterey County schools. Economic insecurity is a major issue for our population: over 85% of our families have incomes below \$50,000. An average of 95% of participants are Latina, whose families work in the agricultural, retail or tourist industries. We hire and train Girls Inc. graduates, teens from the local communities, as facilitators and mentors to the younger girls.	Girls graduate from high school, apply to college, pursue a career goal, and see themselves as confident, capable, educated young women. Youth Leaders develop leadership, mentoring and public speaking skills, acquire job skills and experience. Middle school girls learn how to refuse peer pressure to participate in unhealthy behaviors and relationships, like drug/alcohol use. Mothers and daughters improve their knowledge, relationships, communication, and problem-solving skills.	Girls graduate from high school, apply to college, pursue a career goal, and see themselves as confident, capable, educated young women. Youth Leaders develop leadership, mentoring and public speaking skills, acquire job skills and experience. Middle school girls learn how to refuse peer pressure to participate in unhealthy behaviors and relationships, like drug/alcohol use. Mothers and daughters improve their knowledge, 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 105 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 105 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.

Urban County
2023-24 Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Legal Services for Seniors	Legal Services for Seniors	Legal Services for Seniors will provide direct legal services to 300 low-income seniors in unincorporated Monterey County and the Cities of Gonzales, Greenfield and Sand City and provide a minimum of 4 workshops in those locations educating seniors, their families and caregivers, and the general public on issues related to housing security. Our workshops and direct legal services will be provided in both English and Spanish, as the target group requests.	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 court 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 assistance from licensed, professional attorneys at no cost, which will help maintain and protect seniors consumer and civil rights. Community conditions will be improved: Seniors with a 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 assistance from licensed, professional attorneys at no cost, which will help maintain and protect seniors consumer and civil rights. Community conditions will be improved: Seniors with a 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 in Sand City, Del Rey Oaks and Big Sur, Meals on Wheels of the Monterey Peninsula respectfully seeks a CDBG grant at the \$25,000 level. MOWMP anticipates that it will provide 2.5 meals per day to approximately 80+ 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 80+ frail, elderly, veteran, and disabled homebound clients who reside in Sand City, Del Rey Oaks and Big Sur. In 2022, MOWMP made 11,960 deliveries of 2.5 meals (29,900 individual meals) to 80+ client households residing in these communities. Of those clients, 69% of clients served were women and 33% men. 74% lived alone. Ethnicity: 44% - Caucasian; 26% - African American; 11% - Hispanic; and 19% - Other. 94% of the 80+ clients are low and moderate-income.	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 are low or moderate 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 are low or moderate income and will not have the requisite income to meet their basic needs.

Urban County
2023-24 Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures
Meals on Wheels of the Salinas Valley, Inc.	Home-Delivered Meals	We'll serve approx. 15 homebound seniors their choice of 5-7 main meals weekly. Our clients may choose a bag of fresh fruits and vegetables, bread, pasta, peanut butter and other non-perishables items such as tuna fish, cereal, as a supplement to their main meals. Home-delivered meals are our primary service, but we've expanded in the last few years and now provide free reading glasses, a complimentary copy of the Monterey Weekly, pet food for their cats or dogs, adult diapers and the opportunity to hear live music performed at their door via our Art and About program we created in 2019.	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. 15 seniors will have a choice of receiving either 5 or 7 main meals ever week for a year with funding.	Homebound seniors, 62 and older, will benefit from our home-delivered meal service because we deliver an essential need: food. Many of these elderly and isolated community members don't have access to, or the ability to eat nutritious meals on a consistent basis which is necessary to their overall health. Receiving regular, nutritious meals weekly will improve their overall well-being, independence and offer them piece of mind knowing that an essential need is being met on a regular basis.	Homebound seniors, 62 and older, will benefit from our home-delivered meal service because we deliver an essential need: food. Many of these elderly and isolated community members don't have access to, or the ability to eat nutritious meals on a consistent basis which is necessary to their overall health. Receiving regular, nutritious meals weekly will improve their overall well-being, independence and offer them piece of mind knowing that an essential need is being met on a regular basis.

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Attachment 3

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Attachment 3

Urban County
2023-24 Application Summary

Applicant	Project Name	2022 Approved Funding	Amount Requested	Staff Funding Recommend	Urban County Committee Recommend	Urban Committee Recommendation Adjusted for Actual Grant Amount	Board of Supervisors Approved Funding
Anticipated Available Funding for Public Services			\$ 183,940	\$ 183,940	\$ 183,940	\$ 178,747	\$ 178,747
Alliance on Aging, Inc.	Outreach Services	\$ 24,348	\$ 25,000	\$ 22,900	\$ 22,900	\$ 22,250	
Boys & Girls Clubs of Monterey County	South County Youth Programs & Services	\$ 24,348	\$ 30,000	\$ 22,900	\$ 22,900	\$ 22,250	
Central Coast YMCA	Pajaro Park Children & Youth Sports Programs	\$ 24,348	\$ 30,315	\$ 22,900	\$ 22,900	\$ 22,250	
Girls Inc. of the Central Coast	After School Program	\$ 14,500	\$ 25,000	\$ 22,900	\$ 22,900	\$ 22,250	
Interim, Inc.	MCHOME (Homeless Street Outreach)	\$ 24,348	\$ 74,558	\$ 23,640	\$ 23,640	\$ 22,997	
Legal Services for Seniors	Fair Housing & Senior Legal Services	\$ 24,348	\$ 30,000	\$ 22,900	\$ 22,900	\$ 22,250	
Meals on Wheels Monterey Peninsula Inc.	Home Delivered Meal Program	\$ 24,348	\$ 25,000	\$ 22,900	\$ 22,900	\$ 22,250	
Meals on Wheels of the Salinas Valley, Inc.	Home Delivered Meal Program	\$ 24,348	\$ 35,000	\$ 22,900	\$ 22,900	\$ 22,250	
	TOTAL Public Services	\$ 184,936	\$ 274,873	\$ 183,940	\$ 183,940	\$ 178,747	\$ -
Anticipated Available Funding for Affordable Housing, Infrastructure & Public Facilities		\$ 897,078	\$ 957,074	\$ 957,074	\$ 957,074	\$ 939,573	\$ 939,573
City of Gonzales	Community Center 2nd Year Funding	\$ 357,475	\$ 357,475	\$ 357,475	\$ 357,475	\$ 347,382	
City of Greenfield	Walnut Avenue Pedestrian Improvements 2nd Year Funding	\$ 439,603	\$ 439,603	\$ 439,603	\$ 439,603	\$ 427,191	
County Public Works	Aromas Elementary Sidewalks	\$ 110,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
County Project/s			\$ 159,996	\$ 154,996			
County Public Works	Las Lomas Sidewalks				\$ 97,500	\$ 100,000	
County Public Works	San Lucas Street Lighting				\$ 97,500	\$ 100,000	
	Total Affordable Housing, Infrastructure & Public Facilities	\$ 907,078	\$ 962,074	\$ 957,074	\$ 997,078	\$ 979,573	\$ -
Anticipated Available Funding for General Administrative Activities		\$ 245,254	\$ 245,254	\$ 245,254	\$ 245,254	\$ 238,325	\$ 238,325
Eden Council for Hope and Opportunity	Fair Housing and Tenant/Landlord Services	\$ 29,750	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	
County General Administration	City Data Services	\$ 8,160	\$ 9,384	\$ 9,384	\$ 4,692	\$ 4,692	
County General Administration	Cloudburst Consulting	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	
County General Administration	Veronica Tam & Associates	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,000	
County General Administration	Public Noticing	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
County General Administration	Direct Staff & Interdepartmental Charges	\$ 163,344	\$ 161,870	\$ 161,870	\$ 126,558	\$ 119,633	
	Total General Administration	\$ 245,254	\$ 245,254	\$ 245,254	\$ 205,250	\$ 198,325	\$ -

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Attachment 4

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Community Development Block Grant Policies & Procedures



COUNTY OF MONTEREY CALIFORNIA

County of Monterey
Housing and Community Development
1441 Schilling Place South, 2nd floor
Salinas, CA 93901
(831) 755-5387
Housingprograms@co.monterey.ca.us

**COUNTY OF MONTEREY
CDBG PUBLIC SERVICES PROGRAM MANUAL**

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INTRODUCTION

The guidelines set forth in this Policies and Procedures Manual specify some of the most significant rules and regulations to be followed by agencies receiving public services/facilities funding through the Monterey County Housing and Community Development funded by Community Development Block Grant (CDBG) Program. They are intended to facilitate uniform administration and accounting of funds and services.

CDBG is administered by the U.S. Department of Housing and Urban Development (HUD) and is authorized under Title 1 of the Housing and Community Development Act of 1974 (HCDA), as amended. HUD is responsible for monitoring participating jurisdictions to ensure compliance with CDBG program requirements. The regulations implementing the CDBG Program are found in the Code of Federal Regulation: 24 CFR Part 570. The purpose of the CDBG program is to enhance and maintain viable urban communities through the provision of decent affordable housing, a suitable living environment, and the expansion of economic opportunities for low – moderate income persons and households.

The County of Monterey receives an annual CDBG allocation directly from HUD and an Urban County. The County does not meet the population or percentage of low-moderate income persons in the unincorporated areas to qualify for designation as an Urban County. To reach the required thresholds the County must partner with cities. During the current three-year Urban County qualification period, the Urban County includes the unincorporated areas of the County and the cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City.

COUNTY STAFF AND URBAN COUNTY COMMITTEE RESPONSIBILITIES

Housing and Community Development Department Staff:

It is the responsibility of the Department staff to monitor the programs' activities and report on contract compliance to the Urban County Standing Committee and to County Council. It is also the responsibility of Department staff to review and process reimbursement requests and to communicate applicable policies and regulations to programs.

A Department staff liaison will be assigned to each program. The staff liaison will handle all contract related matters for the funded program, including contract execution, performance reporting, monitoring, reimbursement of eligible expenses, and technical assistance. All contract-related matters will be channeled through the staff liaison. Technical assistance is available to programs upon request. The response to a request for technical assistance will consider the availability of Department staff and staff members' expertise in the area of concern.

Urban County Standing Committee

The Urban County Standing Committee (UCSC) is an advisory body to the County of Monterey Board of Supervisors which encourages a planned and orderly approach to the development of community services in the County. It is the primary way that community input and comments are collected for Council's review prior to allocating funds. The Urban County Standing Committee reviews, evaluates, and makes recommendations to the County on proposals submitted by agencies seeking funding for County sponsored affordable housing, infrastructure, public projects, and endorse city projects. Public meetings

of the UCSC are held as needed and is composed of two members of the Board of Supervisors on a rotating basis. The Department provides staff support to the Urban County Standing Committee. All agencies on the Urban County NOFA distribution list receive an electronic copy of each meeting agenda prior to each meeting.

CDBG PROGRAM MANAGEMENT

The County of Monterey Housing and Community Development Department is the lead agency for administration of the CDBG program. Program management includes development of the Consolidated Plan, preparation of the Action Plan, CAPER, and other required reporting as summarized below. The County will at times, utilize the services of a specialized consultant to assist the County in carrying out the activities during each program year.

The County is required to complete an array of plans and reports for the use of CDBG funds. The following summarizes the mandatory plans.

CONSOLIDATED PLAN

A Consolidated Plan is a five-year plan required to receive federal CDBG funding and serves as an agency's application for funds. CDBG Program funding is provided to local jurisdictions for various affordable housing and community development needs. These needs are identified during the Consolidated Plan process. The Consolidated Plan identifies the community development and housing needs of the County, especially for its low-moderate income residents, and the strategies and resources to meet the identified needs. Several stakeholder and public meetings are held during 9th Consolidated Planning process to garner public participation regarding the needs of the community and prioritization of funds. The Consolidated Plan is published for a 30-day public review and comment period. Following the public review period, the Consolidated is presented to the County Council for consideration and approval. The approved Consolidated Plan must be submitted to HUD at least 45 days before the start of the fiscal year.

For example: The Urban County 2020-2024 Consolidated Plan identified the following priority needs that CDBG funds would be used to address.

- Affordable housing - including housing for a variety of special needs populations and retention of affordable units.
- Homeless Services and Homeless Prevention
- Infrastructure improvements, especially projects that address compliance with the Americans with Disabilities Act (ADA), public safety, and infrastructure that supports affordable housing.
- Public Facilities - including projects to make public facilities ADA compliant.
- Public Services – especially those focused on youth, health, and seniors, and fair housing.
- Planning and Administration

ANNUAL ACTION PLAN

Following approval of the annual CDBG budget and funding allocations by the County Council, Housing and Community Development staff prepares the Annual Action Plan. The Action Plan includes goals, objectives and performance measures for all CDBG-funded projects and activities. The Action Plan is published for a 30-day public review and comment period. Following the public review period, the Action Plan is presented to the County Council for consideration and approval. Following County Council approval, the Action Plan is submitted to HUD at least 45 days prior to the beginning of the program year.

CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER)

Community Development staff prepare a CAPER using the provide HUD template annually. The CAPER provides clear and correct financial and beneficiary information showing how the County is carrying out its housing and community development strategies, activities, and projects. The draft CAPER is made available for a 30-day public review and comment period at the end of each program year, followed by a County Council Public Meeting. The County submits the final CAPER to HUD, no later than ninety days following the close of the program year.

CITIZEN PARTICIPATION PLAN

As an entitlement community, the County of Monterey must comply with 24 CFR Part 91.105 regarding public participation. The County Council approved an updated Citizen Participation Plan for the CDBG program on May 19, 2020. The purpose of the Plan is to describe how the County engages the public to become involved in the Consolidated Planning process and use of federal funds. The Citizen Participation Plan for the CDBG program is available for review at the County’s Housing and Community Development Department located at 1441 Schilling Place, South, 2nd Floor, Salinas, CA 93901 during normal business hours, Monday – Friday 8:00am – 4:00pm.

FAIR HOUSING (ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE)

HUD requires that cities and states receiving block grant funding take actions to affirmatively further fair housing choice. Cities report on such activities by completing an Analysis of Impediments to Fair Housing Choice (AI) every three to five years. In general, the AI is a review of impediments to fair housing choice in the public and private sector. The County of Monterey updated its AI with the 2020-2024 Consolidated Plan process.

CDBG FUNDING LIMITATIONS

HUD allows a maximum of 20% of the CDBG award to be used towards general program administration and planning. A maximum of 15% of the County’s total allocation may be used for Public Services activities. The remaining 65% is used for other improvements vital to a community development such as economic development, housing, code enforcement, ADA concrete improvements, recreational facilities, street improvements, water main improvements, sewer line improvements, parks, and playgrounds. For example: As part of the 2020-2024 Consolidated Plan, the Urban County anticipated allocating available CDBG funds to activities proposed by partner cities, public services & general administration shown in Table 1.

	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	Total Available Funding	Share of Funding
Del Rey Oaks					\$50,000	\$50,000	1%
Gonzales			\$405,000	\$405,000		\$810,000	12%
Greenfield			\$497,229	\$477,229	\$425,542	\$1,400,000	20%
Sand City						\$0	0%

County Projects	\$902,229	\$902,229		\$20,000	\$426,687	\$2,251,145	32%
Public Services	\$208,207	\$208,207	\$208,207	\$208,207	\$208,207	\$1,041,035	15%
Administration	\$277,608	\$277,608	\$277,608	\$277,608	\$277,608	\$1,388,040	20%
Total Annual Funding	\$1,388,044	\$1,388,044	\$1,388,044	\$1,388,044	\$1,388,044	\$6,940,220	

The amounts in Table 1 were based on the Urban County’s 2019 CDBG award and funding will be adjusted based on the actual CDBG awards. Sand City was awarded funding from the 2020-24 period during the 2013-19 Consolidated Plan period.

CDBG PRIMARY OBJECTIVES

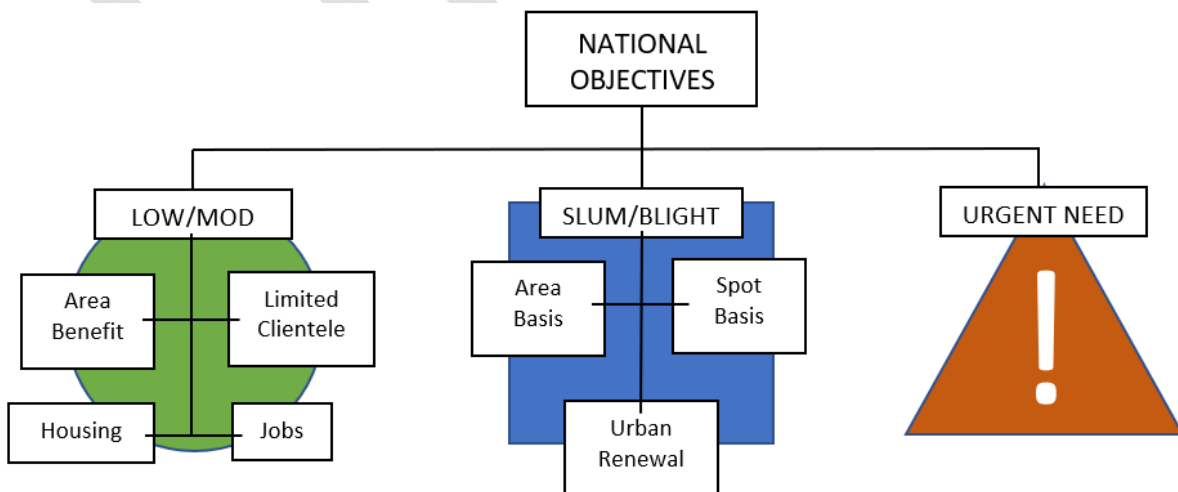
The primary objective of the CDBG program is the development of viable urban communities through the provision of decent housing, a suitable living environment and expanded economic opportunities principally for persons of low-moderate income, defined as a person residing in a household with income at or below 80% of area median income. This is achieved by providing the following, principally for persons of low and moderate income.

1. Decent housing
2. A suitable living environment
3. Expanded economic opportunities

NATIONAL OBJECTIVES

To be eligible for CDBG funding each activity must meet one of HUD’s three National Objectives. The National objectives are:

1. **National Objective #1** - Benefit low- and moderate-income individuals.
2. **National Objective #2** - Aid in the prevention or elimination of slum and blight.
3. **National Objective #3** - Meeting other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available.



NATIONAL OBJECTIVE #1 – BENEFIT TO LOW AND MOD INCOME INDIVIDUALS

The Benefit to Low- and Moderate-Income Individual (also known as Low/Mod or LMI) is referred to as the “primary” National Objective because Federal regulations require that 70% of CDBG funds meet this National Objective. The definition of a low- or moderate-income person or household is having an income equal to or less than the Section 8 lower income limits established by HUD. The Urban County uses the current income limits published by HUD at https://www.huduser.gov/portal/datasets/il.html#2022_query. The 2022 HUD income limits for County of Monterey are listed in Table 2:

Table 2
2022 CDBG Income Limits

Household Number	1	2	3	4	5	6	7	8
Extremely Low Income 30%	23,900	27,300	30,700	34,100	36,850	39,600	42,300	45,050
Very Low Income 50%	39,800	45,500	51,200	56,850	61,400	65,950	70,500	75,050
Low Income 60%	47,760	54,600	61,440	68,220	73,680	79,140	84,600	90,060
Moderate Income 80%	63,700	72,800	81,900	91,000	98,300	105,600	112,850	120,150

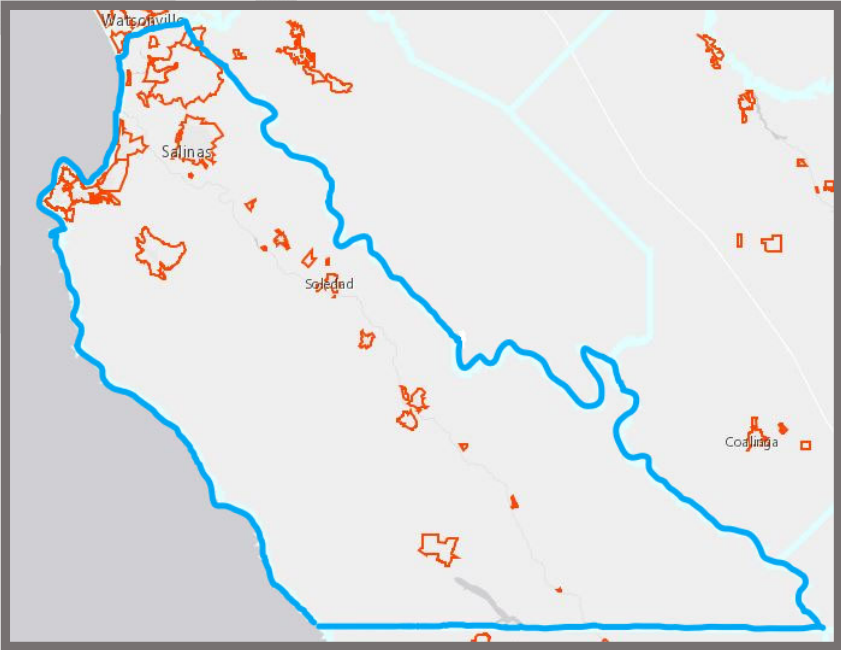
The Low-Moderate National Objective contains four subcategories:

- 1. *Low-Mod Area (LMA)*
- 2. *Limited Clientele (LMC)*
- 3. *Low-Mod Housing (LMH)*
- 4. *Low-Mod Job Creation and Retention (LMJ)*

1. Low-Mod Area (LMA)

HUD is currently using the 2011-2015 American Community Service data to define low-moderate income areas. Information on the HUD Low- and Moderate-Income Summary Data can be found at <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>. The Urban County County’s CDBG eligible low-mod boundaries are shown in the map on the following page. The Urban County will use the most current data available through the HUD website.

An area benefit activity serves geographic areas where at least 51% of the households are low and moderate income and primarily residential. To meet this criterion, 51% of household incomes must be equal to or less than 80% of the County median income. Typical activities of LMA are construction, graffiti abatement, community facilities, construction of a health clinic, development of a community center, and street, water, and sewer line improvements.



2. Limited Clientele (LMC)

Low-Mod Income Limited Clientele (LMC) is an activity which provides benefits to a specific group of persons. At least 51% of the beneficiaries of the activity must be Low-Mod income persons. To qualify under LMC, a client must meet one of the following tests:

- **Test 1 – Limited Clientele Based on Presumed Benefit**

Clients who are generally *presumed* by HUD to be principally LMI persons.

Examples: Senior Meals on Wheels Program or Adult Literacy Program.

Clients *presumed* by HUD to be LMI include:

- Abused children
- Elderly persons
- Battered spouses
- Homeless persons
- Illiterate adults
- Persons living with AIDS
- Migrant farm workers
- Severely disabled persons *defined below*:
 - Use of a wheelchair or another special aid for 6 months or longer
 - Unable to perform one or more functional activities: Seeing, hearing, having one's speech understood, lifting, and carrying, walking up a flight of stairs and walking.
 - Prevented from working at a job or doing housework
 - Autism, cerebral palsy, Alzheimer's disease, senility, dementia, or mental retardation
 - Under 65 years of age and covered by Medicare or receive SSI

Records to be maintained for *presumed* benefit:

Subrecipients must collect and retain documentation showing that the activity is designed to be used exclusively by one of these presumed low-income groups. Example: senior service program should retain a copy of a photo I.D. or birth certificate showing each beneficiary is at least 62 years of age.

- **Test 2 – Limited Clientele Based on Family Size and Income**

Requires family size information and income from every client 18 and over in a household to prove that clients are persons whose family income does not exceed the low – moderate income limit.

Records to be maintained for *Family Size and Income*:

Subrecipients must collect and retain documentation showing the household size and household annual income of each person receiving the benefit. Examples of income documentation include paystubs, tax returns, social security, unemployment, etc. Additional detailed information on Limited Clientele eligibility can be found under Determining Eligibility on page 14.

3. Low-Mod Housing Activities (LMH)

The housing category of LMI benefit National Objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion will be occupied by LMI households. To meet the housing LMI National Objective LMH, structures with one

unit must be occupied by a LMI household. If the structure has two units, half the households must be LMI. Structure with three or more units must have at least 51% occupied by LMI households and documentation must be maintained to meet the definition of LMI.

4. Low-Mod Job Creation and Retention (LMJ)

Low-Moderate Job Creation and Retention activities must create or retain jobs that will principally be available to LMI persons. Documentation must be maintained that demonstrates the minimum number of jobs were created or maintained based on the size of CDBG investment and that 51% of those jobs are available to low- and moderate-income persons. Examples include loans or grants to businesses providing job training opportunities for low- and moderate-income persons. Advertising and recruiting efforts directed to areas where substantial number of low and moderate-income persons reside.

NATIONAL OBJECTIVE #2 – PREVENTION OR ELIMINATION OF SLUM/BLIGHT

This category covers activities that aid in the prevention or elimination of slums or blight in a designated area. Examples include:

- Rehabilitation of substandard housing located in a designated blight area when the housing is brought to standard condition; and
- Infrastructure improvements in a deteriorated area; and
- Economic development assistance in the form of a low-interest loan to a business as an inducement to locate a branch store in a redeveloping blighted area.

Projects may qualify if benefiting an area defined under state or local law as a slum or blighted area, and which contains a substantial number of deteriorating or dilapidated building or infrastructure. To meet eligibility requirements, the activity must be designed to address one or more of the conditions which qualified the area as slum and blighted. Residential rehabilitation qualifies if the property is considered substandard per local definition.

NATIONAL OBJECTIVE #3 – URGENT NEED

Activities must be designed to alleviate existing conditions that pose a serious and immediate threat to the health or welfare of the community, which became urgent within the past 18 months, grantee is unable to finance the activity on its own, and other sources of funding are not available. Examples include:

- Acquisition of property located in a flood plain that was severely damaged by a recent flood;
- Public facility improvements like the reconstruction of a publicly owned hospital that was severely damaged by a tornado;
- Public services like additional police protection to prevent looting in an area damaged by a recent hurricane;
- Interim assistance such as emergency treatment of health problems caused by a recent flood;
- Special economic development assistance to a grocery store that was damaged by a recent earthquake.

ELIGIBLE CDBG ACTIVITIES

Every project that receives CDBG funds must meet two criteria's: the project must meet a National Object and it must also be an Eligible Activity as defined in 24 CFR 570.201. A list of typical eligible activities includes, but is not limited to:

- Public Services
- Public facilities improvements
- Economic development projects
- Infrastructure improvements
- Acquisition
- Relocation
- Clearance activities
- Rehabilitation / Preservation
- Code enforcement in designated target areas
- Historic preservation
- Lead Based Paint Evaluation and Reduction.
- Accessibility projects
- Planning / Administration

INELIGIBLE ACTIVITIES

Any activity not specifically authorized under CDBG regulations is ineligible for CDBG funds as defined in 24 CFR 570.207. The following activities may not be assisted with CDBG funds:

- Building for general conduct of government,
- General government expenses,
- Political activities,
- Stadiums,
- Sports arenas,
- Auditoriums,
- Museums,
- Central libraries (branch libraries may be built in CDBG target eligible areas),
- Schools,
- Airports, subways, bus, or other public transportation stations,
- Hospitals, nursing homes, and other medical facilities,
- Treatment works for liquid industrial wastes or sewage,
- Purchase of equipment or furnishing for a property,
- New housing construction,
- Operating and maintenance expense for public facilities,
- Lobby activities, and
- Direct income payments to clients.

ELIGIBLE COSTS

Examples of eligible costs but not limited to:

- Personnel/staff (salary and benefits)
- Overhead
- Indirect Costs
- Office/facility rental or lease costs
- Communications
- Materials or supplies
 - e.g. file folders and / or file cabinets used for filing applications for CDBG clients.
- Travel/mileage

INELIGIBLE COSTS

Examples of ineligible costs but not limited to:

- Programs that do not serve primarily low-moderate income persons
- Programs that promote religion
- Political activities
- Marketing, incentives, or fundraising
- Payment of debt or expenses incurred prior to agreement
- Entertainment, furnishings, or personal property
- Purchasing of equipment generally ineligible, unless it is necessary to implement an eligible activity

EQUIPMENT VS SUPPLIES

Equipment is defined as tangible property costing more than \$500 and having a useful life of more than one year. The purchase of equipment is generally ineligible. Items which cost less than \$500 and which have a useful life of less than one year is eligible. All purchases of equipment require County pre-approval. Request to purchase equipment are to be sent to the County 45 days prior to the purchase order date. The request should include the cost of the item, where it will be purchased, a detailed explanation of why it should be bought rather than leased or rented, and where the funds for the purchases will come from. If County CDBG funds will be paying only a portion, list all other funding sources and the respective amounts. The County will review the request and issue a decision within 10 business days.

URBAN COUNTY USE OF CDBG FUNDS

AFFORDABLE HOUSING

CDBG funding may be used to support the rehabilitation and repair of affordable housing; acquisition for rehabilitation of multi-family residential buildings; energy efficiency improvements for homes owned by low-moderate households; and financial assistance to low-moderate income homeowners purchasing a home. Beneficiaries of CDBG supported affordable housing are generally reported using the Low-Mod Household (LMH) National Objective.

CDBG funds may NOT be used to fund construction of new affordable multi-family housing.

INFRASTRUCTURE AND PUBLIC FACILITIES

CDBG funding may be used to support a wide range of infrastructure and public facility projects, including the construction of new neighborhood and public facilities. The Urban County will target the use of CDBG funds towards construction/renovation of public facilities for the homeless or where services for the homeless are provided, addressing architectural barriers for the disabled in public facilities (especially parks), and providing infrastructure in low-moderate communities. Beneficiaries of these improvements will generally satisfy either the Low-Mod Area (LMA) or, in limited cases, the Low-Mod Household when CDBG funds are used to connect qualified homeowners to public utilities.

CDBG funds may not be used to construct or maintain buildings used to provide general governmental services.

PUBLIC SERVICES

The maximum amount of amount of funds obligated for public services cannot exceed 15% of the annual grant. The Urban County will not exercise the option of capturing 15% of program income received during the prior year to augment the Public Service allocation. Majority of the subrecipients apply for public service funding, due to the 15% cap it can be a very competitive process.

At least 51% of a public service activity clientele must be documented as low and moderate-income persons either through Low-Mod Area (LMA) or Low-Mod Limited Clientele (LMC).

Public services must be a new service or an increase in the level of an existing level of services. CDBG funds may be used to pay for labor, supplies, and material as well as to operate and/or maintain the portion of a facility in which the public service is located. This includes the lease of a facility, equipment,

and other property needed for the public service. Public services **eligible** activities include, but not limited to:

- Employment and job development services (e.g. job training)
- Crime prevention and public safety
- Childcare
- Health services
- Substance abuse services (e.g. counseling and treatment)
- Fair housing counseling
- Education programs
- Energy conservation
- Senior citizen services
- Homeless services
- Down payment assistance
- Recreational services
- Youth enrichment services
- Juvenile delinquency prevention

Fair housing is the only CDBG mandated activity. The Urban County may fund fair housing services under either the Public Service cap or the Planning and Administration cap. If fair housing services are funded under the Planning and Administration cap, the requirement that 51% of beneficiaries are low-mod individuals or households.

Public services **ineligible** activities include:

- Income payments paid directly to clients, which are used to provide basic services such as food, shelter (including payment for rent, mortgage, and/or utilities) or clothing.

However, such expenditures are **eligible only if determined as Emergency Situations** under the following conditions:

- The income payments do not exceed 3 consecutive months; and
- The payments are made directly to the provider of the service on behalf of the client.

PLANNING AND ADMINISTRATION

The maximum amount of amount of funds obligated for planning and administration cannot exceed 20% of the annual grant. The Urban County will not exercise the option of capturing 20% of program income received during the current year to augment the Public Service allocation. Planning and administration activities are generally related to what the County is required to do to implement the Urban County program. This includes public noticing, required reporting, preparation of subrecipient agreements, and environmental reviews that are Exempt, Categorical Excluded, or requiring a “simple” Environmental Assessment. Projects that require “complex” EAs or preparation of an Environmental Impact Statement will generally not be funded by the Urban County. Planning and administrative activities are not required to meet a National Objective.

APPLICATION AND SUBRECIPIENT MANAGEMENT

APPLICATION PROCESS

The County contracts with City Data Services (<https://citydataservices.net/> [CDS]) to provide an online application and reporting application. Annually, the Urban County issues a Notice of Funding Availability (NOFA) to interested parties. The purpose of the NOFA is to identify activities and projects that may qualify for Urban County funding, provide technical assistance to organizations that are interested in applying for Urban County funding, collecting updated information on community needs,

and explaining the online application process. The typical life cycle for an Urban County subrecipient award follows this schedule.

December – NOFA Issued & Workshop

January – Applications Due

February – Public Service applications rated and ranked by Urban County participating jurisdiction staff.

March – Urban County Committee meets to recommend projects and funding levels for inclusion in Annual Plan.

May – Annual Plan considered by Board of Supervisors

June – Environmental reviews and Subrecipient Agreements completed

July – Subrecipient Agreement term begins

June of following year – Subrecipient Agreement term ends

August of following year – Final draw requests and activity reports due

The online application collects information on the applicant organization, the proposed project, the proposed scope of work, and the proposed beneficiaries. Applicants are allowed to self-identify the IDIS Matrix Code their proposed activity is covered by and the National Objective the activity will meet. Urban County staff will review the proposed activity, Matrix Code, and National Objective, and, if necessary, work with the applicant to revise these data points.

ELIGIBILITY DETERMINATION

Applications that proposed to meet the Low-Mod Area Benefit National Objective must be available to **all** residents of an area where at least 51% of residents are LMI. The applicant must clearly define the area of benefit. Required documentation of this objective consist of:

- CDS will prompt the applicant to enter the census tract and block group the proposed activity will benefit.
- Maintain records of the boundaries of the service area;
- Document that the area is primarily residential (e.g., zoning map); and
- Document the income characteristics of households in the service area (e.g., Census Data)

Applications for activities that will meet the Limited Clientele National Objective must benefit a specific target group of people of which at least 51% must be LMI. To meet the LMC criteria, the activity must pass 1 of the following tests:

Test 1 – Limited Clientele Based on Presumed Benefit

It must benefit a clientele who are generally *presumed* to be principally low and moderate-income persons such as:

- Abused children
- Elderly persons
- Battered spouses
- Homeless persons
- Illiterate adults
- Persons living with AIDS
- Migrant farm workers
- Severely disabled persons *defined below*:
 - Use of a wheelchair or another special aid for 6 months or longer
 - Unable to perform one or more functional activities: Seeing, hearing, having one’s speech understood, lifting, and carrying, walking up a flight of stairs and walking.
 - Prevented from working at a job or doing housework
 - Autism, cerebral palsy, Alzheimer’s disease, senility, dementia, or mental retardation
 - Under 65 years of age and covered by Medicare or receive SSI

Presumed Benefit Source Documentation

Presumed benefit clients require documentation verifying their eligibility. Examples of source documentation include but not limited to:

- Abused children – Referral documenting “abused child status”.
- Seniors – Copy of ID, Driver’s License, or Social Security Award Letter.
- Disabled – Receipt of disability check or SSDI award letter, or a doctor’s note verifying disability.

Test 2 – Limited Clientele Based on Family Size and Income

- Requires family size and income from every 18 and over client verifying clientele are persons whose family income does not exceed the LMI limit.
- Requires gross amount, before any payroll deductions when calculating income.
- Income source must be current (within 90 days).

Annual Income Includes:

- Wages, salaries, overtime pay, commissions, fees, tips, and bonuses
- Unemployment payments
- Disability compensation
- Worker’s compensation
- Severance pay
- Alimony and child support payments
- Net income from the operation of a business or profession
- Temporary Assistance for Needy Families (TANF)
- Social Security and Social Security Income

Annual Income Does Not Include:

- Income from employment of children, including foster children, under 18
- Payment received for care of foster children or foster adults
- Lump-sum additions to family assets
- Income of a live-in aide
- Food stamps or Women, Infants, and Children (WIC)
- Student Financial Aid
- Sporadic Income/Gifts

Income Documentation

Examples of source documentation for Limited Clientele (LMC):

- Employment check stubs
- Social Security Income/Social Security Disability Income award letter
- Child support documentation
- TANF benefits letter
- Unemployment benefits letter
- Veterans’ administration award letter

Unless *presumed* by HUD to be low-moderate income, actual verification of the household income must be provided. If a client has no proof of income a penalty of perjury statement can be completed. The client should be made to understand that they are signing a legal document, and that they are certifying the truth of the information they have provided.

RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

As stated in 24 CFR 570.613, certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed. Benefits include financial assistance, public services, jobs, and access to new or rehabilitated housing and other facilities

funded by programs listed. The restrictions under this section apply only to applicants for new benefits not being covered resident aliens.

MANAGEMENT OF SUBRECIPIENTS

POLICY

Prior to contract execution, all subrecipients must have the needed support, confirmed matching resources, sufficiently developed plans, a program site, and budget to start the proposed program after the funding approval and complete the program within one year after start-up. Programs should be able to begin on July 1st, the beginning of the County's Fiscal Year. Funds must be spent in a timely manner.

Subrecipients are expected to spend at least 50% of the allocated funds prior to December 31st and 75% by March 31st. Unspent funds cannot be carried forwarded; therefore, are subject to potential reprogramming to other eligible programs.

If the Agency experiences key staff changes, such as, new Executive Director, other key staff, program, or financial staff, you must contact the Monterey County Housing and Community Development office in writing informing them of the change within 30 days.

SUBRECIPIENTS

To achieve the national objectives, the County allocates CDBG funds on an application basis each year. The subrecipient is a public or private nonprofit agency, authority, or organization, which receives CDBG funds from the County to undertake eligible activities. Prior to the release of CDBG funds from the County, a written agreement must be executed with the subrecipient. The agreement remains in effect during the duration of the period the subrecipient is operating a program in which County CDBG funds are being utilized. County staff must complete the Environmental Review Record (ERR), which will begin upon receipt of the required documentation from the subrecipient.

WRITTEN AGREEMENT

A written agreement must be entered into between the County and all entities receiving CDBG funds. The written agreement forms the basis for the contractual obligation between the parties to fund and implement the activity or program. The agreement will indicate responsibilities attributable to each party and shall outline in exact measure the scope of services to be provided, methods of accountability, and a schedule for payment. Execution of the agreement binds the subrecipient for a specific period and may be revised only upon written authorization from the County.

RECORD KEEPING

Record keeping is very important for all Federal grant recipients. If expenditures are not adequately documented funds may be required to be returned. In efforts of maintaining good records, the following items are required:

PROGRAM FILES MUST CONTAIN THE FOLLOWING:

- Original executed agreement with the County of Monterey
- Any amendment to the agreement
- Notice of award from the County of Monterey
- Correspondence relating to the grant award
- Copies of request for reimbursements
- Documentation of expenditures
- Budget and budget amendment (if applicable)
- Bid solicitations or request for proposals (if applicable)
- Any other information pertinent to the CDBG program
- Program measurable goals and expectations
- Current Audit

CLIENT FILES MUST CONTAIN THE FOLLOWING:

- An application for assistance (if applicable)
- Documentation of eligibility
 - Documentation client is *presumed* by HUD to be LMI, e.g. homeless, elderly; or
 - Records describing how the nature and location of the activity establishes that it is used predominantly by LMI individuals (e.g. census data tract and map); or
 - Documentation of household size and annual income.
- CDBG Recipient Survey Form
- Self-Certification of Annual Income by Beneficiary
- Documentation of services provided such as case notes
- Documentation of all expenses occurred
- Pre and post program evaluations (if applicable)

BUDGET MODIFICATIONS

Budget modifications to approved budget line items are allowable; however, must be directly related to changes in program services and activities and may not increase the total budget. Budget modifications up to 10% are allowable without a formal request if no change has been done to the scope of work. Budget modifications above 10% require a written request which identifies the reason for the request. The request must include which line items are to be increased and decreased. Budget modifications above 10% require written County approval as a significant change is being done to the written agreement between County and Subrecipient. Requests for budget modifications to Subrecipient Agreements are submitted through the City Data Services portal.

PROGRAM QUARTERLY REPORTS

Quarterly progress reports will be required to report on the implementation of the CDBG funded activities. Quarterly reports are submitted through the CDS portal (<https://citydataservices.net/>) and include two parts: Quarterly Activity Report; and, Quarterly Request for Reimbursement. Urban County staff will not process Requests for Reimbursement without the accompanying Activity Report. **Reports & invoices due by the 10th of the month for October, January, April, and July or by close of business on the next Monday if the 10th falls on a weekend or holiday.** The quarterly programmatic report shall include the following:

1. Performance Tracker Report
2. Narrative highlighting progress in meeting objectives

At least once per quarter, Urban County staff will upload activity and performance data from CDS to IDIS.

FINANCIAL QUARTERLY REPORTS

CDBG grants must be administered on a quarterly reimbursement basis and is due by the 15th of every month for October, January, April, and July. To request a reimbursement subrecipients must submit the following:

1. CDBG Disbursement Request Form
2. Quarterly Invoice
3. Timesheets (if applicable)

a. If salaries are charged then timesheets must be submitted. Timesheets must differentiate between hours charged and not charge to CDBG. It should be signed by the employee and their supervisor. Time charged should only include time spent with eligible Monterey County residents or administering the CDBG program.

PROGRAM CLOSE-OUT REPORT

Programmatic close-out report is due 15 days after the end of the program year, July 15th, and should consist of the following:

- Review and verification of annual client statistical and narrative report. The June Performance Tracking Report with year-to-date client totals and narrative of the program year goals and accomplishments.

FINANCIAL CLOSEOUT REPORT

Financial close-out report is due 15 days after the end of the program year, July 15th, and should consist of the following:

- Indicate Final on CDBG Disbursement Request Form
- New Balance should be zero.
- Indicate Final on Quarterly Invoice
- Include necessary Timesheets

Progress reports and reimbursement invoices should be submitted through City Data Services online at <https://www.citydataservices.net/>. If you run into any technical issues, you can reach them at citydataservices@yahoo.com.

FEDERAL REQUIREMENTS

Subrecipients and subcontractors are required to comply with all applicable federal rules and regulations governing the use of CDBG funds 24 CFR Part 570 – CDBG Code of Federal Regulations as well as Office of Management and Budget (OMB) Circular 2 CFR Part 200.

FINANCIAL MANAGEMENT

The following are required to maintain good financial management practices. Therefore, financial management systems of other grantees and subgrantees must meet the following standards:

Financial Reporting: Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with financial reporting requirements of the grant.

Accounting Records: Agencies must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting systems should include at least the following: chart of accounts, cash receipts journal, cash disbursements journal, payroll journal, and general ledger.

Internal Control: Effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Agency's must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Agencies must have set procedures that define staff duties, lines of authority, separation of functions, and access controls. The organization must have accounting procedures for recording and approving transactions.

Budget Control: Actual expenditures or outlays must be compared with budgeted amounts for each grant. Financial information must be related to performance or productivity data, including the development of unit cost information whenever appropriate or specifically required in the grant agreement. If unit cost data are required estimated based on available documentation will be accepted whenever possible.

Allowable Costs: Applicable OMB cost principles, agency program regulations, and the terms of grant agreements will be followed in determining the reasonable, allowable, and allocable costs. The organization is required to have a HUD approved indirect cost allocation to charge indirect costs.

Source Documentation: Accounting records must be supported by such source documentation such as cancelled checks, paid bills, payrolls, receipts, invoices, payrolls, time and attendance records, contract and subgrant award documents, etc.

Cash Management: Maintain current budgets for all funded activities and perform a comparison of that budget with actual expenditures for each budget category. Regularly compare progress towards the achievement of goals with the rate of expenditure of program funds. Ensure program income is used for permitted activities and used before further drawdowns are made from the grantee for the same activity.

Audit: The primary goal of the audit is to determine whether and agency has adequate systems in place to assure objects are met, resources are safe guarded, regulations are followed, and reliable dated is obtained and maintained. An audit encompasses auditing of expenses as well as programmatic requirements. The financial and programmatic audits are designed to ensure Subrecipients are complying with federal regulations defined in OMB Circular A-133 – Audit of States, Local Governments, and Non-Profit Organizations.

- **Financial audits** are designed to provide an independent opinion on the agency's financial statements, internal central structures, cash flow, and compliance with specific financial systems and procedural requirements.

- **Programmatic audits** provide an independent point of view on the extent to which the agency has efficiently and effectively carried out its operations and achieved the intended program results and benefit.

GENERAL BUDGET INFORMATION

1. Personal Costs:

- Personnel – Costs associated with the positions identified on staffing plan. Costs should reflect the actual amount of time each position spends on the program.
- Fringe Benefits – Payroll related costs of FICA, Worker’s Compensation, health insurance, sick time, vacation, retirement etc.

2. Operating Costs/Program Delivery

- Supplies – Consumable commodities that have a useful life of one year or less and which are valued under \$500.
- Direct Client Supportive Services – Rent, bus passes, food utilities, childcare, clothing, hygiene kits and other program costs paid on behalf of clients.
- Communication – Telephone, telephone installation, and postage.
- Printing- Copying, printing, paper, ink, and copy machine.
- Utilities- Electricity, gas, water, and trash removal.
- Rent – Rental costs for real property or office space for program.
- Travel- Mileage reimbursement for conducting program objectives.
- Insurance- Insurance related costs required for the operation of the program.
- Miscellaneous- for eligible operating expenses not noted above. Should not exceed 1% of CDBG grant.
- Entertainment costs is not an allowable expense and will not be reimbursed.

3. Contract Services

- Equipment Rental – Costs for the rental of equipment to operate program
- Equipment Purchase – Purchase of equipment is essential to operate program and is more cost effective to purchase equipment rather than rent it. Includes any item with a useful life of more than one year and costs over \$500. Requires 3 bids. The lowest prices must be purchased or explanation as to why the lowest price was not purchased. Purchase of equipment requires prior County approval.
- Contracted Services – Professional and technical services not performed by staff.
- Audit Fees – County CDBG funds may pay for audit; however, only the percentage of the County CDBG federal funds in the total agency budget. For example, if the audit costs are \$1,000, and only 10% of the program’s overall budget is from the County CDBG, only 10% of the bill is allowed. Bookkeeping and payroll fees are eligible expenses.

TIME RECORDS

Time records should be kept indicating hours worked, sick, vacation, holiday etc. Timesheets should be recorded each day and signed by both employee and supervisor. Time sheets showing labor distribution and time project log, which documents time spent on the program must be kept for all grant funded employees. Copies of timesheets must be submitted with reimbursement request if claiming personnel costs.

PROGRAM INCOME

Program income consists of earnings generated through the use of CDBG funds as defined under 24 CFR 570.000(a). Program income must be recorded and reported to the County separately from grant funds monthly. Program income may be retained by Subrecipient upon approval of the County. Program income must be used for exclusive benefit of the CDBG program. It should be treated as additional CDBG funds; thus, subject to all applicable federal and local requirements. Program Income does not reduce the size of the organization's CDBG grant if it is spent on eligible expenses. Housing development agencies which use CDBG funds for administration only, do not report funds received from the construction of affordable housing units as program income.

OTHER APPLICABLE LAWS AND REQUIREMENTS

CDBG subrecipients must comply with all applicable state and federal laws. Below is a summary of some of the laws and requirements:

CIVIL RIGHTS, FAIR HOUSING AND EQUAL OPPORTUNITY

Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination including language access for limited English proficient persons), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in the education and training programs), and the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services).

CDBG funded services may focus on a particular group or population without violating guidelines regarding equal access to services, as long as any member within the particular group is able to participate. The County will ensure that subrecipients abide by federal Fair Housing and Equal Opportunity (FHEO) and California Department of Fair Employment and Housing (CA DFEH) fair housing and equal opportunity requirements for non-discrimination with regard to housing or services provided.

AMERICANS WITH DISABILITIES ACT

CDBG funded activities must comply with the Americans with Disabilities Act (ADA). The ADA provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. ADA requires that buildings are designed and constructed to be accessible to and usable by individuals with disabilities. The law also requires the removal of architectural and communication barriers to existing facilities, where such removal is easily accomplishable and able to be carried out without much difficulty or expense.

SECTION 3

Section 3 of the Housing and Urban Development Act of 1968 promotes employment, training, and contracting opportunities for lower-income residents who live in the neighborhoods where HUD funding is allocated. To the greatest extent feasible, businesses and contractors employed on HUD funded projects must make a Good Faith Effort to train and/or employ Section 3 residents (lower income) within the area, and contract with businesses which employ Section 3 residents.

The three primary goals of Section 3 are:

1. To the greatest extent feasible, provide outreach and training to Section 3 residents.
2. To the greatest extent feasible, train and/or hire Section 3 residents.
3. To the greatest extent feasible, contract with Section 3 businesses.

CONFLICT OF INTEREST

No persons affiliated with the entitlement community (including subrecipients) who exercise or have exercised any responsibilities with respect to CDBG programming, or who are able to participate in a decision-making process, may obtain a financial interest or benefit from a CDBG-assisted activity (including subcontracts), either for themselves or those with whom they have business or immediate family ties, during their income tenure or for one year thereafter.

LABOR REQUIREMENTS

CDBG construction projects must comply with federal regulations on wage and labor standards. Davis-Bacon Act, federal wage rates apply to most (but not all) construction projects exceeding \$2,000.

- Davis-Bacon and Related Acts: Ensures that mechanics and laborers employed in construction work under federally assisted projects are paid federal prevailing wage for the locality.
- Contract Work Hours and Safety Act: Provides that mechanics and laborers employed on federally assisted construction projects are paid time and one-half hour for work in excess of 40 hours per week.
- Copeland (Anti-Kickback) Act: Governs the deductions from paychecks that are allowable.

More information about Davis-Bacon requirements can be viewed at: <http://hud.gov/offices/olr>.

DISPLACEMENT AND AFFIRMATIVE MARKETING

Developers are encouraged to propose projects that prevent or minimize displacement of occupants, rehabilitation projects that require only temporary relocation, and new construction projects. If a project includes relocation, federal Uniform Relocation Act (URA) and Section 104(d) requirements must be met. **Projects must have an Affirmative Fair Housing Marketing Plan.**

UNIFORM RELOCATION ASSISTANCE

The Uniform Relocation Act (URA) applies to all occupied residential and/or commercial property assisted with federal funds. The URA protects all tenants in occupancy at the time of application for federal funds. You may not deny tenancy to current tenants – including refusal to renew a lease unless the tenant has violated the lease. The URA also protects tenants occupying or vacating units following application unless proper procedures are followed. URA guarantees that after the project is completed, the tenant's initial rent, including the estimated average monthly utility costs, will not exceed the greater of tenant's current rent and average utility cost or 30% of tenant's average monthly gross household income.

EQUIPMENT DISPOSITION

All equipment with a cost of \$5,000 or more purchased with HUD grant funds shall revert to the County at the close of the activity. If a Subrecipient wishes to continue utilizing the equipment, and is not funded the following year, a letter must be submitted to the County requesting approval and describing

how the continued use of the equipment, the grant objectives will be met. Equipment shall be depreciated on a 5-year, straight line depreciation basis. A Subrecipient is required to maintain records of the HUD funded equipment purchases and report to the County during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the County shall provide the disposition instructions. If the property is disposed of for cash during the depreciated period it is considered Program Income, which must be reported.

Once the equipment has been fully depreciated, and if the equipment is sold, the Subrecipient may retain funds provided that the County is notified in writing and the funds are used for the exclusive benefit of the previously CDBG funded program.

REAL PROPERTY DISPOSITION

Real property is defined as land, including land improvements and buildings. Any real property acquired or improved in whole or in part with CDBG funds more than \$25,000 must continue to meet the National Objective of the program for a minimum of 5 years after expiration of the contract. If a National Objective is not being met, the Subrecipient must sell the real property in a manner that results in the reimbursement of the federal grant funds that were expended for the project.

ENVIRONMENTAL REVIEW PROCEDURES

The environmental review procedures must be completed for each CDBG subrecipient and County Program activity prior to the issuance of any contract or subrecipient agreement or other choice limiting factor. The County must prepare and maintain a written record of the environmental review undertaken for each project. This written record is called the Environmental Review Record (ERR) are posted to the County's website (<https://www.co.monterey.ca.us/government/departments-a-h/housing-community-development/planning-services/community-development-project-program-financing/urban-county-community-development-block-grants>) and are available for public review upon request. The four environmental classifications are:

- Exempt Activities
- Categorically Excluded Activities
- Activities Requiring an Environmental Assessment
- Activities Requiring an Environmental Impact Statement

The ERR shall contain all environmental review documents, public notices, proof of their publication, and written determinations or environmental finds required by 24 CFR Part 58 as evidence of review, decision making and actions pertaining to a particular project.

FAITH-BASED ACTIVITIES

Religious or faith-based organizations are eligible to participate in the CDBG program. Local government representatives and CDBG program administrators shall not discriminate against an organization on the basis of its religious affiliation according to 24 CFR 570.200.

LOCATION OF ACTIVITIES

CDBG funds may be awarded to an activity outside of the jurisdiction of the entitlement community only if it can be determined that the activity directly benefits the County of Monterey residents or is a part of a regional effort to assist low-income persons and households.

MONITORING PROCESS

All CDBG Subrecipients are monitored for compliance with applicable local, state, and federal requirements. Compliance monitoring includes, but not limited to quarterly reporting and an annual onsite visit. The primary objective of monitoring subrecipients is to ensure compliance with regulations governing administrative, financial, and programmatic operations. The County will conduct on-going monitoring process to ensure performance goals are achieved within the scheduled time frame and funds are being spent in a timely manner.

The monitoring process involves resolving problems, offering technical assistance, and promoting timely implementation of programs. In efforts of achieving this, County staff may require Subrecipients to provide corrective action workout plans if the following occur:

- Goals are not being met
- Funds are not being spent on a timely basis or incorrectly
- Insufficient documentation

MONITORING REVIEWS

Monitoring of Subrecipients will be conducted to ensure that Subrecipients are compliant with the federal regulations regarding the use of federal funds within the CDBG program.

A monitoring visit will include:

- **Notification Letter** - A letter will explain the purpose of the visit, confirm date, scope of monitoring and outlines the information that will be needed to conduct the review.
- **Entrance Conference** – Introduction monitoring visit purpose, scope, and schedule.
- **Documentation and Data Gathering** – The County will review and collect data and document conversations held with staff, which will serve as the basis for conclusions drawn from the visit. This includes reviewing client files, financial records, and agency procedures.
- **Exit Conference** – At the end of the visit the County will meet again with agency staff to present preliminary results, provide an opportunity for the agency to correct any discrepancies and report any corrective actions already in progress.
- **Follow-up Letter** – The County will forward a formal written notification of the results of the monitoring visit pointing out problems areas and recognizing successes. The agency will be required to respond in writing to any problems or concerns noted.

ON-SITE VISITS

County staff may hold on-site visits with Subrecipients whose performance does not appear to be sufficient in meeting the objective stated in the agreement. An on-site visit may occur to discuss the service activity shortfall. On-site monitoring visits may also be conducted to ascertain that eligible clients for whom the program was intended are being served and in the event of an audit; the required client information is being maintained. An on-site visit may also occur if a Subrecipient is not spending in a timely manner.

COUNTY INTERNAL AUDIT REVIEWS

The County reserves the right to have its Internal Audit Division review all Subrecipient records and transactions. Audit findings resulting in monetary repayment to the County will be collected by the County from the Subrecipient's non-federally funded resources. County Internal Auditors review Subrecipient monitoring/account reviews to begin their single audit review. Reports containing finding are then sent to both the County Community Economic Development Department and Subrecipient for compliance. Progress on the compliance is monitored. Failure to resolve findings within a reasonable amount of time may result in suspension, termination of grant agreement, and/or disbarment from future grant funding.

EXTERNAL AUDIT REVIEWS

All Subrecipients must submit a single audit, Audited Financials, or an Annual Certified Financial Statement. The County reserves the right to request a Subrecipient to hire a Certified Public Accountant to review and report on the agency financial and programmatic records.

All organizations that expend between \$200,000 - \$499,999 in federal funds during the calendar year will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal funding sources. If allowable by program regulations, the County may only pay for the portion of the audit, which represents the percentage of County federal funds in the program budget.

Types of Audits:

- **Single Audit** – Organization that expend \$750,000 or more in one year in federal awards shall have a single or program specific audit conducted for that year.
- **Audit Financials** – A CPA has audited records in accordance with Generally Accepted Accounting Principles (GAAP).
- **Annual Certified Financial Statement** – This is the lowest threshold criteria and will only be accepted from those non-profits who can document that they did not qualify for a single or regular audit. Annual Certified Financial Statements (ACFS) must be certified, signed, and dated by the Treasurer and the Board President. They must also have the following certification statement: We, the undersigned, as Executive Director and Treasurer of (Name of Organization), hereby certify that, to the best of our understanding and knowledge, the attached Financial Statements fairly and accurately represent the financial condition and operations of this organization.

IRS Form 990 filing – All organizations with revenue or \$25,000 or more must complete and submit this annual tax report. Contact the IRS for more information.

RECORDS RETENTION PERIOD

All CDBG files must be maintained for a **minimum of five (5) years after the completion of the program** according to 24 CFR Part 570 Subpart J, to allow access for audit and public examination. If audit findings are not resolved, the records shall be retained beyond the five years. The retention period starts when the annual or final expenditure report submitted or for non-expendable property, from the date of final disposition.

ACCESS TO RECORDS

HUD and authorized representatives, have the right to access subrecipient agency program records. All CDBG grantees are required to provide citizens with reasonable access to records regarding the CDBG funded activities.

POST-AWARD RESPONSIBILITIES

Upon execution of the agreement between the County of Monterey and the Subrecipient, the Subrecipient shall:

1. Immediately report all changes in its articles of incorporation, bylaws, or tax-exempt status to the County within 30 days.
2. Ensure no member of the Board of Directors is a paid employee, agent, or subcontractor.
3. Ensure all meetings of the Board of Directors are open to the public, except meetings, or portions thereof, dealing with personnel or litigation matters.
4. Continue to include representation on the Board of Directors, the broadest possible cross section of the community, including those with knowledge and interest in the available services.
5. Maintain minutes of all regular and special meetings of the Board of Directors, have a regular meeting at least once a year, and/or available upon request.

CBDG Program Contact Information:

Erik Lundquist, Housing and Community Development Director
County of Monterey Housing and Community Development Department
1441 Schilling Place, South, 2nd Floor
Salinas, CA 93901
lundquiste@co.monterey.ca.us
(831) 755-5154

Darby Marshall, Housing Program Manager
County of Monterey Housing and Community Development Department
1441 Schilling Place, South, 2nd Floor
Salinas, CA 93901
marshalld@co.monterey.ca.us
(831) 755-5389

Dawn M. Yonemitsu, Management Analyst II
County of Monterey Housing and Community Development Department
1441 Schilling Place, South, 2nd Floor
Salinas, CA 93901
yonemitsud@co.monterey.ca.us
(831) 755-5387

Housing Team Email: HousingPrograms@co.monterey.ca.us

County of Monterey website: <https://www.co.monterey.ca.us/government/departments-a-h/housing-community-development/planning-services/community-development-project-program-financing/urban-county-community-development-block-grants>

U.S. Department of Housing & Urban Development
Community Planning and Development
Region IX
One Sansome St., Suite 1200
San Francisco, CA 94104
(415) 489-6400

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Attachment 5

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**SUBRECIPIENT AGREEMENT BETWEEN
COUNTY OF MONTEREY**

And the

SUBRECIPIENT

For

CDBG YEAR 2023-2024

PROJECT NAME

THIS AGREEMENT entered this 1st day of July 2023 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, 2023;

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, 2023 through June 30, 2024 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 2023-2024 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 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, 2023, for purposes of determining eligible expenses unless otherwise noted in Attachment A. Accordingly, services of Subrecipient shall start on the 1st day of July 2023 and end on the 30th day of June 2024 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 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: Dawn Yonemitsu
1441 Schilling Place – 2nd Fl., South
Salinas, CA 93901

(831) 755-5387
(831) 755-5398 facsimile
YonemitsuD@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

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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, 2023 and June 30, 2024. All requests for payment must be submitted to the Grantee no later than August 15, 2024.

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

Attachment 5

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 5

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 5

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 5

below.

COUNTY OF MONTEREY

By: _____
_____, Board President

By: _____

Date: _____

Date: _____

Approved as to form and legality:

By: _____
_____, Board Secretary

By: _____
_____, 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 5

**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 5

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 5

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 5

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 5

**Attachment D
Budget**

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

TEMPLATE

Attachment 5

**Attachment E
Davis-Bacon Wage Determination**

TEMPLATE

Attachment 5

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 5

- 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
 - 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 5

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

Attachment 6

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**SUBRECIPIENT AGREEMENT BETWEEN
COUNTY OF MONTEREY**

And the

SUBRECIPIENT

For

CDBG YEAR 2023-2024

PROJECT NAME

THIS AGREEMENT entered this 1st day of July 2023 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, 2023;

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, 2023 through June 30, 2024 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 2023-2024 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 6

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, 2023, for purposes of determining eligible expenses unless otherwise noted in Attachment A. Accordingly, services of Subrecipient shall start on the 1st day of July 2023 and end on the 30th day of June 2024 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 6

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:

<u>Grantee</u>	<u>Subrecipient</u>
County of Monterey	
Housing & Community Development Dept.	Subrecipient Name
Attention: Darby Marshall	Subrecipient Director
1441 Schilling Pl., 2 nd Fl., South	Subrecipient Address
Salinas, CA 93901	Subrecipient City, CA Subrecipient Zip Code
(831) 755-5391	Subrecipient Telephone:
(831) 755-5398 facsimile	Subrecipient Fax
MarshallD@co.monterey.ca.us	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 6

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 6

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 6

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

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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

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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

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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, 2023 and June 30, 2024. All requests for payment must be submitted to the Grantee no later than August 15, 2024.

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,

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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

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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)

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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

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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

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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

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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

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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

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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

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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 6

[Redacted]

COUNTY OF MONTEREY

By: _____
[Redacted], Board President

By: _____

Date: _____

Date: _____

Approved as to form and legality:

By: _____
[Redacted], Board Secretary

By: _____
_____, Deputy County Counsel

Date: _____

Date: _____

Scope of Work & Budget Reviewed

Reviewed as to fiscal provisions:

By: _____
[Redacted], Executive Director

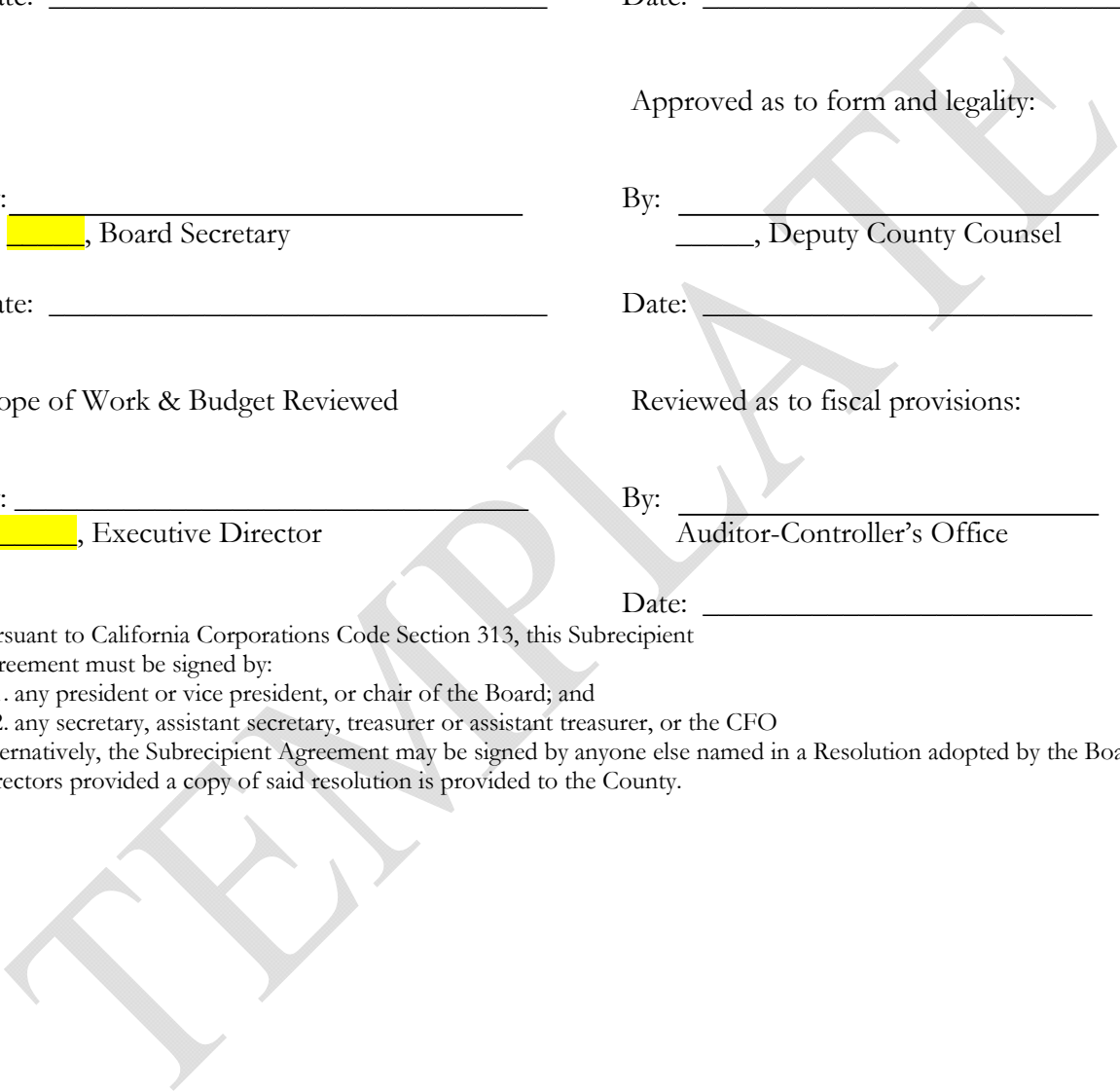
By: _____
Auditor-Controller's Office

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 6

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:

- | | |
|--------------------------------------|---|
| 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 6

**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 6

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 6

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 6

Attachment E
Davis-Bacon Wage Determination

TEMPLATE

ATTACHMENT 6

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 6

- 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
 - 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 6

**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

Attachment 7

This page intentionally left blank.

**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 or their)
designee 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 or their designee as the Certifying Officer. As the Certifying Officer, the Director of Housing and Community Development or their designee 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 or their designee as the Certifying Officer. As the Certifying Officer, the Director of Housing and Community or their designee 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 9th day of May 2023, 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 9, 2023.

Dated

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

By _____
, Deputy

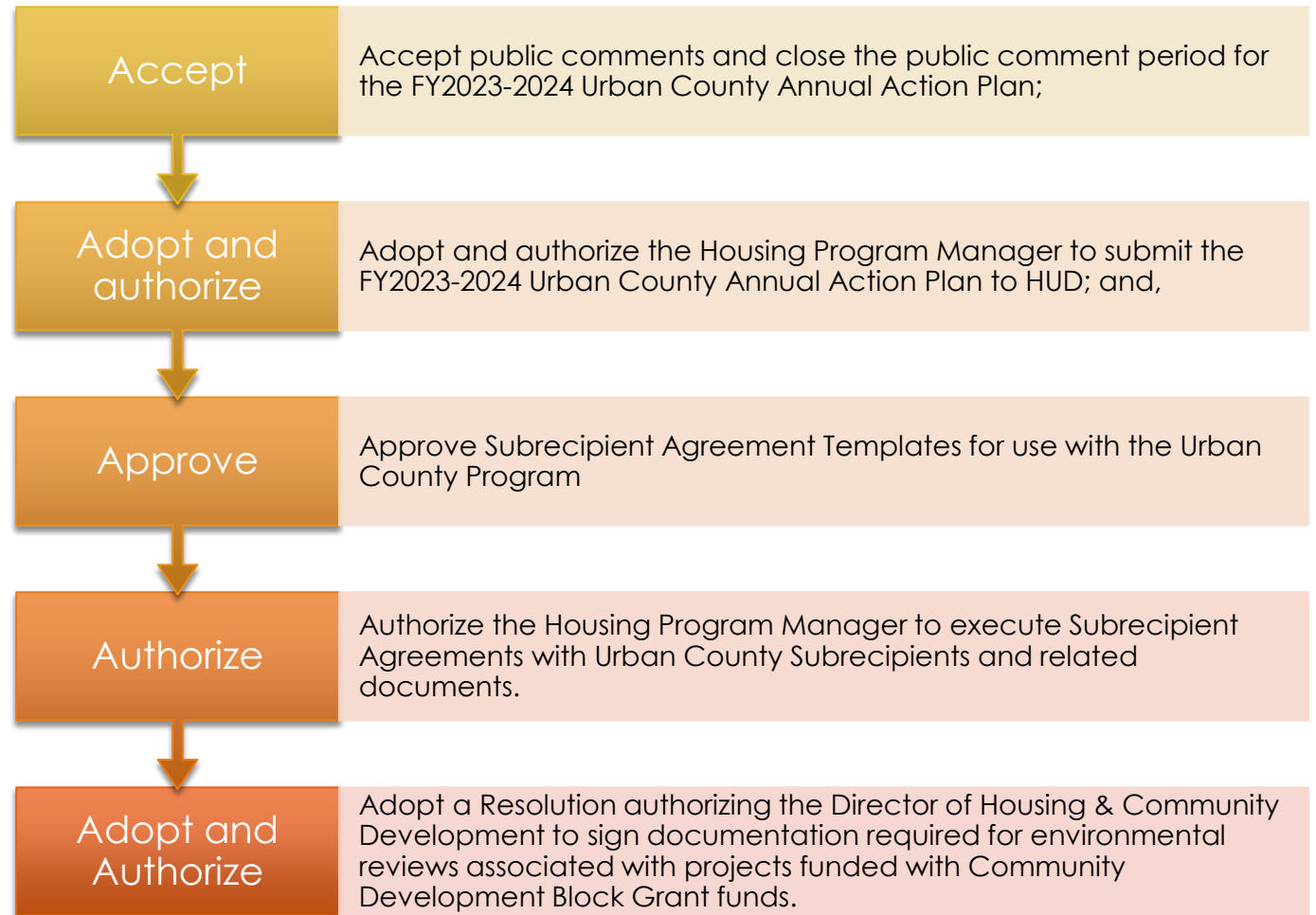


2023-24 Urban County Community Development Block Grant (CDBG)

FY 2023-24 ANNUAL ACTION PLAN & FUNDING RECOMMENDATIONS

*Board of Supervisors – May 9, 2023
Agenda Item No. 16
File #: RES 23-072*

Recommended Actions



Urban County & Process

Urban County

- Urban County consortium includes the cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City
- Consortium was required to meet minimum overall population and low- and moderate-income population requirements

Process for Selecting Projects for Funding

- Notice of Funding Availability
- Consortium members review & scoring of public service applications
- Board of Supervisors Urban County Committee recommends funding for public services and public facilities to full Board of Supervisors

Available Funding & Limits on Uses

- ▶ Fifth consecutive year new grant funds are less than the prior year amount - approximately \$165K Year-Over-Year
- ▶ The Urban County may use up to 15% of the annual CDBG award for public services.
- ▶ The Urban County may use up to 20% of the annual CDBG award for general administration.

Source/Use	Amount Available
2022-2023 Grant	\$1,191,644
2021-2022 Program Income	\$10,000
15% Public Service Cap	\$178,747
20% General Admin Cap	\$238,329
Balance for Affordable Housing, Public Facilities and Infrastructure	\$774,568

Public Service Recommendations

Applicant	Request	Recommended Funding
Alliance on Aging	\$25,000	\$22,250
Boys & Girls Clubs of Monterey County	\$30,000	\$22,250
Central Coast YMCA	\$30,315	\$22,250
Girls, Inc. of the Central Coast	\$25,000	\$22,250
Interim, Inc.	\$74,558	\$22,997
Legal Services for Seniors	\$30,000	\$22,250
Meals on Wheels of the Monterey Peninsula	\$25,000	\$22,250
Meals on Wheels of the Salinas Valley	\$35,000	\$22,250
Total Requested / Recommended	\$274,873	\$178,747
Fair Housing funded through General Admin. Allocation	\$30,000	\$30,000

Public Facility Recommendation

- ▶ City of Gonzales

Community Center

\$35M Project

Up to \$810,000 in CDBG over 2-years if funding is not reduced

\$347,382 in CDBG in FY 2023-24

Total funding granted, if the FY2023-24 plan is approved, is \$704,857, which is around 87% of the 2020-2024 Consolidated Plan amount.



ENTRANCE FROM 5TH STREET



ENTRY PLAZA



COURTYARD PLAY AREA & AMPHITHEATER



COURTYARD OUTDOOR LOUNGE

Public Facility Recommendation

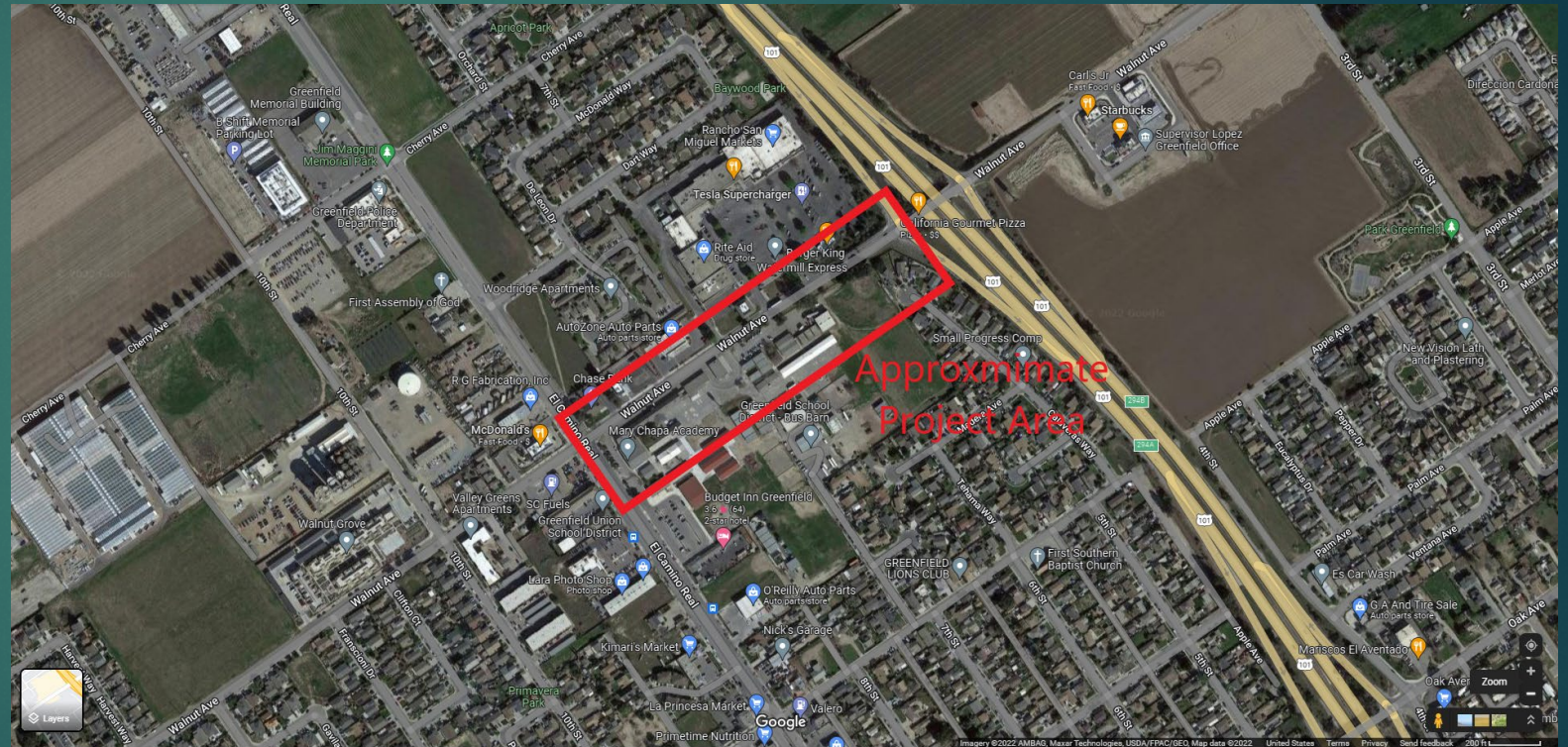
▶ City of Greenfield

Walnut Avenue Street Widening & Pedestrian Improvements

Up to \$1.4M in CDBG over 3-years if funding is not reduced

\$427,191 CDBG in FY 2023-24

Currently on track to receive 91% of the 2020-2024 Consolidated Plan amount.

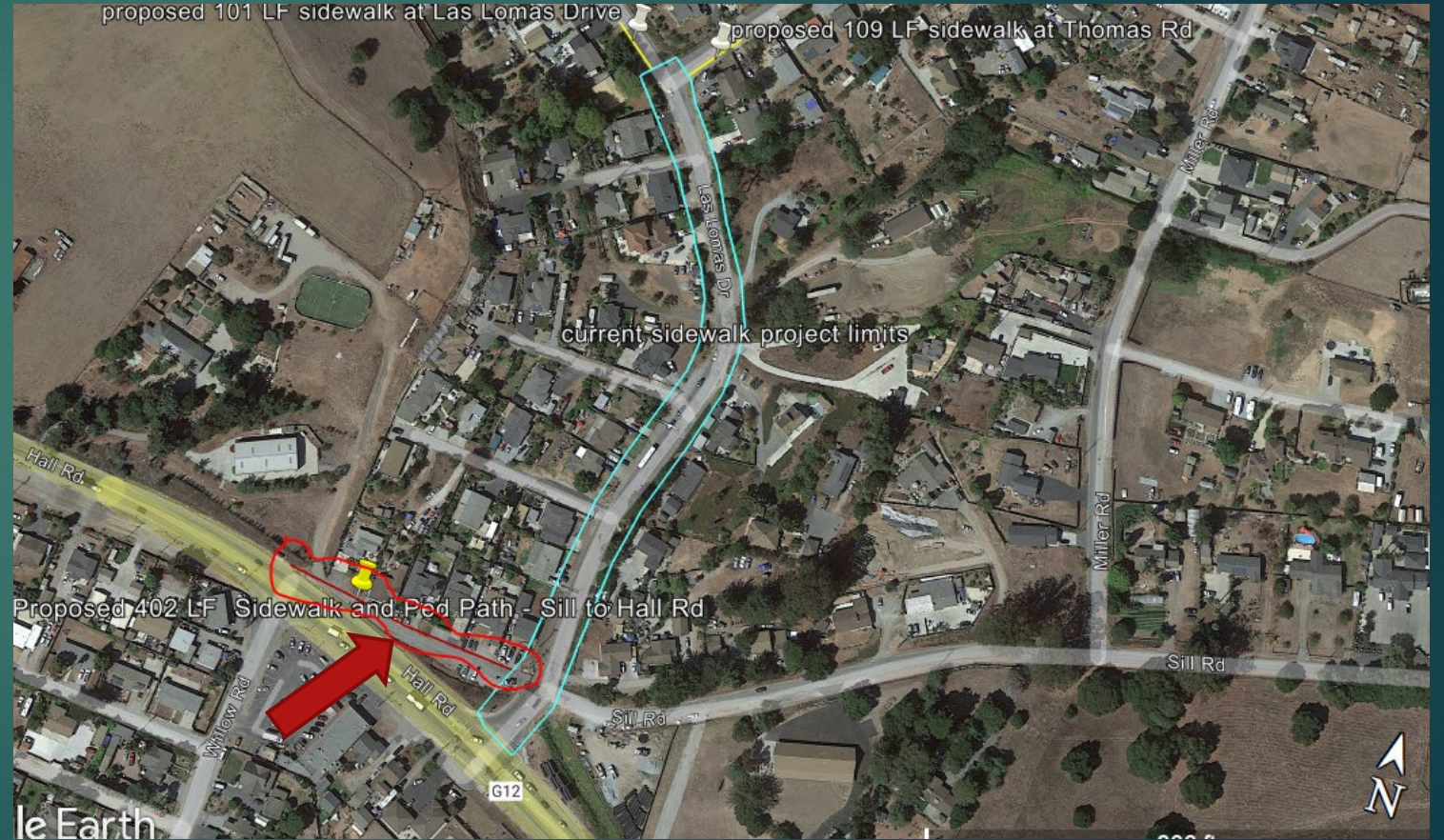


Public Facility Recommendation

▶ Las Lomas

Sidewalks and Pedestrian Improvements

\$100,000 in CDBG in FY 2023-24



Public Facility Recommendation

- ▶ San Lucas
 - Solar Streetlights
 - \$100,000 in CDBG in FY 2023-24



Public
Facilities
Back-Up
Project –
should
additional
funding be
available

- ▶ Sidewalk and Pedestrian Improvements in Las Lomas – Up to \$100,000
- ▶ Solar Streetlights in San Lucas – Up to \$75,000.
- ▶ Currently \$10,000 from program income is available.

Questions