

- a. Conduct a required public hearing to obtain residents' views and respond to proposals and questions received during the preceding 30-day public comment period regarding the Urban County Community Development Block Grant (CDBG) Annual Action Plan (AAP) for 2024-25;
- b. Receive and Accept the 2024-25 AAP;
- c. Authorize the Director of Housing and Community Development or their designee to submit the 2024-2025 AAP to the U.S. Department of Housing and Urban Development (HUD) and execute documents required by HUD to implement the 2024-25 AAP;
- d. Approve the Subrecipient Agreement templates for use with the Urban County program;
- e. Authorize the HPM to execute Subrecipient Agreements with Urban County Grantees, including making minor changes as necessary and to reflect the actual CDBG award received from HUD, subject to review and approval by County Counsel, to implement the 2024-25 AAP; and,
- f. Adopt a Resolution authorizing the Director of Housing and Community Development or their designee to sign documentation required for environmental reviews associated with projects funded with CDBG.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Urban County Community Development Block Grant (CDBG) Annual Action Plan (AAP) for 2024-25;
- b. Receive and Accept the 2024-25 AAP;
- c. Authorize the Director of Housing and Community Development or their designee to submit the 2024-2025 AAP to the U.S. Department of Housing and Urban Development (HUD) and execute documents required by HUD to implement the 2024-25 AAP;
- d. Approve the Subrecipient Agreement templates for use with the Urban County program;
- e. Authorize the HPM to execute Subrecipient Agreements with Urban County Grantees, including making minor changes as necessary and to reflect the actual CDBG award received from HUD, subject to review and approval by County Counsel, to implement the 2024-25 AAP; and,
- f. Adopt a Resolution authorizing the Director of Housing and Community Development or their designee to sign documentation required for environmental reviews associated with projects funded with CDBG.

SUMMARY:

HUD qualified Monterey County together with the Cities of Del Rey Oaks and Gonzales as an Urban County in 2013, for entitlement purposes. In 2016, Greenfield and Sand City joined the Urban County. To receive the CDBG grant, the County must have an approved Action Plan. The Action Plan must include a description of eligible projects and programs to be funded. To remain eligible for HUD CDBG funds, the County is required to conduct two public hearings annually on CDBG funding priorities and goals. The County adopts an Action Plan annually in May following a public comment period and public hearing. The second public hearing is held in September when the Board of Supervisors receives the Consolidated Annual Performance and Evaluation Report (CAPER).

CDBG funds may be used to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. As an Entitlement community, the County and its consortium members must prioritize activities, which primarily benefit low- and moderate-income persons. Other eligible activities may aid in the prevention or elimination of slums or blight and activities that meet 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 where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet one of these national objectives.

The Board of Supervisors is being asked to take public comment and close the 30-day public comment period on the Monterey Urban County 2024-25 CDBG AAP (Attachment 1). The public comment period began April 11, 2024. The Urban County, for purposes of this plan, includes the County of Monterey and the cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City. To receive its annual CDBG grant allocation, the Urban County must adopt an AAP that sets forth a description of eligible projects and programs to be funded. The AAP details how the Urban County will use CDBG funds to meet the goals outlined in the 2020-2024 Consolidated Plan. The Urban County will have approximately \$1,310,754 available to support CDBG eligible activities during 2024-25. As of the drafting of this report, no comments have been received.

DISCUSSION:

Monterey County was first designated as an entitlement community eligible to receive a formula allocation of CDBG funds in 2013. To qualify for, and maintain, this designation as an Urban County, the County partners with the cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City.

In July 2020, the Board of Supervisors adopted the 2020-2024 Consolidated Plan (available online at <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>). The Consolidated Plan provides strategic direction and identifies the types of projects that the Urban County anticipates supporting with CDBG funds during the planning period. The Urban County is required to prepare an AAP that identifies the specific activities to be funded with CDBG funds and how these activities will address the goals contained in the 2020-2024 Consolidated Plan. To ensure that the Urban County considers the widest possible number of activities, it annually issues a Notice of Funding Availability (NOFA) inviting funding proposals. The NOFA was published in the Monterey County Weekly on November 2, 2023, in English and Spanish. The NOFA is also emailed to more than 140 non-profit organizations that serve Monterey County. Central to the NOFA is the amount of available funding.

The Urban County is expected to have \$1,310,754 for all activities in 2024-25. This includes: \$1,155,895 in new CDBG funding; \$10,000 in program income; and \$144,859 recaptured from prior year grants. The funding forecast assumes that new CDBG funding is 97% of the amount provided in 2023-24. Availability of CDBG funding has decreased the last five years; therefore, an estimated decrease was calculated at 3% and implemented in the 2024-25 funding. To

account for the variable nature of new CDBG funding, the Action Plan recommends adjusting the actual grant awards based on the percentage new funding varies from the estimated funding. This option removes the need for the Board of Supervisors to reconsider the Action Plan should actual funding differ from expected funding.

Federal law governing the CDBG program limits the Urban County to using no more than 15% (173,384) of the 2024-25 CDBG award to public service activities and up to 20% (231,179) for general administration. The only activity that the Urban County is required to fund is Fair Housing. Fair Housing can be funded under the public service or general administration caps.

The remaining new grant funds, program income, and funds recaptured from prior year grants (totaling \$906,191) can only be used for projects that support affordable housing, infrastructure, or public facilities. The 2020-2024 Consolidated Plan allocated grant funding in 2022-23, 2023-24, and 2024-25 to a project sponsored by the city of Greenfield. The Urban County will provide the 2024-25 allocation of \$427,191 to the City of Greenfield for pedestrian improvements on Walnut Avenue between El Camino Real and Highway 101. The Consolidated Plan also allocated grant funding in 2024-25 to the City of Del Rey Oaks in the amount of \$50,000. The Veterans Transition Center applied for \$500,000 for Solar Empowerment. The staff recommendation is to fund \$274,000. There is approximately \$154,859 in recaptured and program income funds that are available for County sponsored projects. Public Works has requested additional funding of \$250,000 for the Aromas Elementary Sidewalks project expansion for Americans with Disabilities Act (ADA) compliance. Staff's recommendation is to fund \$155,000 for this expansion. Should the Urban County elect not to fund public services and/or general administration at the maximum allowed level, the surplus funds would be available to augment County sponsored projects, such as public facilities (homeless shelters), infrastructure, and housing rehabilitation programs.

Public Services

CDBG regulations limit the amount that the Urban County may allocate to public services to 15% of the current year grant and 15% of the program income received during the prior year (actual funds received, not forecast). The Urban County generally requires public service activities to be completed within the year funded and any unused funds may not be applied to future years. Historically, the Urban County has only allocated the current year grant funding for these activities due to difficulties accounting for the highly variable stream of revenue from program income. For 2024-25, the Urban County received eight applications requesting a total of \$230,200. The staff recommendation is to fund seven of the applications under the public service allocation. The application submitted by the Eden Council for Hope and Opportunity (ECHO) is to provide fair housing services. Staff is recommending that this application be funded under the general administration cap.

General Administration

The Urban County will use up to 20%, \$231,179, of the grant to manage the CDBG program and pay for fair housing services. Fair housing is the only mandated activity that CDBG must be used to fund. ECHO has requested \$40,200 to provide these services. The balance of the funds will be used by the County to manage the program.

The Board's Urban County Standing Committee met on March 22, 2024, to review the applications and recommend project funding that is included in the AAP. The Standing Committee's funding recommendations matched staff recommendations and are included as Attachment 2 and 3.

The Board of Supervisors is being asked to approve the AAP with contingency language authorizing staff to adjust awards to subrecipients based on the actual amount of funding made available by HUD and any unused funds from prior years as follows: if less funding than anticipated is received, all awards will be reduced by the same percentage as any reduction in funding; if more funding than anticipated is received, public service awards will remain the same for five of them and the other two will be increased up to the amount requested. General administration may be adjusted to 20% of the HUD grant amount, up to an additional 25% may be allocated to construct ADA sidewalks in Aromas and Veterans Transition Center Solar Empowerment projects. The city of Del Rey Oaks and Greenfield allocations will remain the same regardless of an increase or decrease in amount of funding awarded.

The Urban County a non-standard Subrecipient Agreement (Attachments 4) to implement the program with approved subrecipients. Subrecipient Agreements are used because the Urban County is not purchasing goods or services from the subrecipients but rather funding their ability to do so. The Subrecipient Agreement incorporates most standard County requirements, including the standard insurance requirements and requirements imposed by HUD to administer the CDBG program. The Urban County may contract with agencies that provide legal services; therefore, it was necessary to provide an option under Audits and Inspections to ensure client confidentiality.

CDBG funds are federal; therefore, the County must comply with the National Environmental Policy Act (NEPA) before formally committing funds to a specific project. Generally, actions funded by the Urban County fall into one of three categories: 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 Urban County is required to use the HUD Environmental Review Online System (HEROS) to prepare Environmental Review Records (ERR) for all projects. The recommended resolution (Attachment 5) will authorize the Director of Housing and Community Development or their designee to sign all ERRs and accept the federal courts jurisdiction in the event the ERR is challenged instead of the Chair of the Board of Supervisors or County Administrative Officer.

No public comments had been received regarding the Annual Action Plan as of the time this staff report was prepared.

OTHER AGENCY INVOLVEMENT:

The cities of Del Rey Oaks, Gonzales, Greenfield, and Sand City have partnered with the County to, collectively, be designated as an Urban County. County staff made recommendations for county projects to the Standing Committee. Staff from the three cities and the County made recommendations to the Standing Committee about funding for public services and public facilities. On March 22, 2024, the Standing Committee reviewed the applications and made

recommendations for funding that are included in the Draft AAP. County Counsel has reviewed the AAP and Subrecipient Agreement templates as to form.

FINANCING:

The HUD grant is an annual agreement. If the County complies with grant requirements, the County may elect to continue to receive annual entitlement funding, subject to the federal budget process.

The Housing and Community Development Department has prepared a budget request of \$2,420,010 for FY2024-25 based on an estimate of the HUD FY2024-25 funding amount (\$1,155,895), anticipated Program Income in Fund 13, Unit Code 8546 (Community Development Grants), Appropriation Code HCD005 (\$10,000), unspent prior year funds (\$1,109,220), and recaptured prior year funds (\$144,895). There is no impact to the General Fund because of the Board's approval of the AAP.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Authorizing the Urban County to post the FY2024-25 AAP is the first step toward making an anticipated \$1,310,754 available to help local jurisdictions make improvements to public facilities, provide food security for seniors, help children and youth develop the social skills they need to be successful in life, and help homeless persons find shelter.

Mark a check to the related Board of Supervisors Strategic Initiatives

X Economic Development

X Administration

X Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Dawn M. Yonemitsu, Management Analyst II, x5387

Reviewed by: Darby Marshall, Housing Program Manager, x5391

Approved by: Craig W. Spencer, Director of Housing and Community Development

Attachments:

Board Report

Attachment 1 – Draft 2024-25 Urban County Annual Action Plan

Attachment 2 – Application Details

Attachment 3 – 2024-25 Urban County Application Summary & Funding Recommendations

Attachment 4 – Subrecipient Agreement Template

Attachment 5 – Draft Resolution Delegation of Authority

Attachment #1

Urban County of Monterey

Community Development Block Grant Program

FY 2024-2025 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

The Urban County of Monterey (County) is an Entitlement Grantee for Community Development Block Grant (CDBG) funds. This Annual Action Plan (Action Plan) serves as the County's official application to the Department of Housing and Urban Development (HUD) for CDBG funds. This is the fifth Action Plan for the County's 2020-2024 Consolidated Plan (Con Plan), which covers July 1, 2020 to June 30, 2025. The FY 2024-2025 Action Plan identifies the housing and community needs activities to be undertaken between July 1, 2024 and June 30, 2025, with some identified capital projects extending into subsequent years.

HUD has not yet released the allocations for CDBG funding for FY 2024-2025 and has provided direction on how to proceed through CPD Notice 24-01 (CPD Notice). As outlined in the CPD Notice, HUD has provided the option of a waiver of the requirements at 24 CFR 570.200 (h) and will allow CDBG Entitlement Grantees to incur pre-award costs if needed. The County plans to apply that waiver to the submission of the FY 2024-2025 Action Plan. As outlined in the CPD Notice, certain steps must be taken in order to apply the waiver for FY 2024-2025. Information on the necessity of the waiver and the County's commitment to meeting all requirements of the waiver may be found in Appendix C.

The geography covered by this Action Plan is comprised of:

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

The County intends to use FY 2024-2025 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 Con Plan, 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 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 2024-2025 Action Plan public outreach process. The use of CDBG funds in FY 2024-2025 will focus on some of the most critical needs in the County, including the following:

- Improvements to infrastructure and public facilities 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.

Evaluation of past performance

The FY 2023-2024 Action Plan was the fourth Action Plan of the Con Plan cycle. In FY 2023-2024, the County continued to support programs, services, and projects that contribute primarily to a decent and suitable living environment for low- and moderate-income persons and households and those with special needs. The FY 2023-2024 CDBG allocation was \$1,191,644. 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 2023-2024 is reported in this document.

CDBG Entitlement Programs

The accomplishments in CDBG programs in the first two quarters of FY 2023-2024 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 144 individuals were assisted in the first two quarters of FY 2023-2024.
- Interim Inc. provided outreach to those experiencing homelessness and connected them to appropriate resources and services. In the first two quarters of FY 2023-2024, 6 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 71 residents were assisted.
- 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 2023-2024, 95 seniors were assisted.
- In the first two quarters of FY 2023-2024, 860 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.

- Five capital improvement projects were in the planning stages in the Aromas area, San Lucas, Las Lomas area, the City of Greenfield, and the City of Gonzales. These projects will help provide sidewalk improvements, streetlights, and improved community resources, including a community center and library. In January 2024, the County implemented a Substantial Amendment to the FY 23-24 Action Plan in which an additional \$122,911.78 in prior year funds to the Community Center Project in the City of Gonzales.

CDBG-CV Programs

The CDBG-CV programs reported on have been in place since prior to the start of FY 2023-2024. The accomplishments reported below are from the inception of each program. In January 2024, a Substantial Amendment was undertaken to award 2022-2023 unused funds to the Meals on Wheels CDBG-CV shown below.

- The Food Bank for Monterey County has provided food services to 121 families impacted by the coronavirus. This activity has been completed.
- Court Appointed Special Advocates (CASA) has provided service to 73 young people impacted by the pandemic. This activity has been completed.
- 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 3,296 seniors facing food insecurity due to the impacts of the coronavirus. This successful program was awarded additional funds in an amendment to the FY 2019-2020 Action Plan and is on-going.
- Interim, Inc. provided 67 individuals experiencing homelessness with assistance. This activity has been completed.

Summary of Citizen Participation Process and consultation process

The County relies on the priorities identified in the Consolidated Plan and during public meetings and/or public hearings to determine the appropriate allocation of CDBG funds. The County holds publicly noticed public meetings annually in December as part of the Notice of Funding Availability process. The Monterey County Board of Supervisors Urban County Subcommittee (Urban County Subcommittee) also conducted a meeting in March to solicit input on funding priorities. 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 and in the County's social media 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 11, 2023. Prior to the CDBG Program Workshop, a Notice of Funding Availability (NOFA) was published on November 2, 2023 (English and Spanish) in the Monterey County Weekly and posted in the County's social media. The County also emailed the NOFA to over 140 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 2024-2025 CDBG funds requesting a total of \$230,200. Eight were selected to receive funds as shown in Table 8 in section AP-35.

Urban County Committee Meetings

The County held an additional public meeting of its Urban County Subcommittee on March 22, 2024, to rate, rank, and recommend projects for funding.

Public Review of Draft Documents

A 30-day public review was held from April 5, 2024, through May 7, 2024. Copies of the draft FY 2024-2025 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/housing-community-development/planning-services/community-development-project-program-financing/urban-county-community-development-block-grants>.

Public Hearing

A public hearing was conducted before the County Board of Supervisors on May 14, 2024, at 2:00 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 2024-2025 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.

All comments were accepted.

Summary

The Urban County has undertaken diligent and good faith efforts in reaching out 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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County of Monterey

Housing and Community Development Department

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

Introduction

To outreach to various agencies and organizations, the County compiled an email list consisting of over 140 agencies, including:

- Public agencies (such as school districts, health services, public works)
- Affordable housing providers
- Housing advocates and housing professionals
- 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

These agencies received email notices of the County's Action Plan process, which included public meetings and public hearings.

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 has robust partnerships with health and mental health agencies serving the County's low- and moderate-income communities including the County Health Department, and Monterey County Behavioral Health (MCBH). These agencies serve homeless/chronically homeless, individuals with mental illness or substance use disorders and individuals who have multiple chronic diseases.

The 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. The Health Department is also 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.

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.

The Housing Authority County of Monterey (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.

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. In March of 2020, the Coalition of Homeless Services Providers, County of Monterey Department of Social Services, CHSP, 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 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. The Urban County will continue to participate in this group as they move forward with the actions outlined in the Plan.

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

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

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

1	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	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.
7	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.
8	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.
9	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.
10	Agency/Group/Organization	Monterey County Department of Social Services
	Agency/Group/Organization Type	Other government – County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Homelessness Strategy Anti-Poverty Strategy
	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 the needs of the homeless, and resident poverty.
11	Agency/Group/Organization	County Administrative Office
	Agency/Group/Organization Type	Other government – County
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homelessness Strategy Anit-Poverty Strategy
	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 the needs of the homeless, and resident poverty.

12	Agency/Group/Organization	County Homeless Services
	Agency/Group/Organization Type	Other government – County
	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?	Agency was consulted regarding the needs of the homeless, non-homeless special needs, and resident poverty.

Table 2 – Agencies, groups, organizations who participated

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	Coalition of Homeless Services Providers	The County’s Con Plan Priorities and associated goals include addressing homelessness.
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, Urban County has identified homelessness and homelessness prevention services as a priority for the CDBG program. These services will complement the Continuum of Care Strategy.
2015-2023 Housing Element	County of Monterey	CDBG funds may be used to address housing needs for lower and moderate-income households.

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

Table 3 – Other local / regional / federal planning efforts

Narrative

The County of Monterey is currently in the process of updating the Housing Element of the General Plan. The public Draft Housing Element is anticipated to be available in May or June 2024.

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.

A Notice of Funding Availability (NOFA) was published on November 2, 2023 (English and Spanish) in the Monterey County Weekly. A direct email of the NOFA was also sent to a list of approximately 144 interested parties. The County conducted a CDBG Program Workshop for potential public and non-profit applicant service providers who were interested in applying for the NOFA on December 11, 2023. The Urban County Subcommittee met on March 15, 2024 to review requests for funding and make recommendations to the Board of Supervisors (BOS). No public comments were received. The draft FY 2024-2025 Action Plan was made available for public comment from April 5, 2024 to May 7, 2024. The BOS conducted a public hearing on May 7, 2024 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 / Program Workshop	Non-targeted/broad community	No comments were received.	No comments were received.	No comments were not accepted.	
2	Urban County Subcommittee Meeting	Non-targeted/broad community	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)
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.	
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

The FY 2024-2025 Action Plan is the fifth and final year of implementation of the FY 2020-2024 Con Plan. As of the writing of this document, HUD had not announced the actual FY 2024-2025 CDBG allocation. Per HUD’s guidance, the County is preparing this document using an estimate of the FY 2024-2025 CDBG Entitlement based on prior year funding. The estimate of the FY 2024-2025 entitlement funding is based on the FY 2023-2024 allocation, reduced by 3% based on reductions in entitlement funding over the past several years. Using this formula the estimated entitlement funding for FY 2024-2025 is \$1,155,895. All program income or prior year unspent/unallocated funds represented in this Action Plan are actuals. The Action Plan made available during the public comment period includes a Contingency Plan (Appendix B) which outlines how funding for each project would be adjusted once the actual CDBG Entitlement allocations are announced.

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	\$1,155,895	\$10,000	\$144,860	\$1,310,755	\$0	FY 2024-2025 is the fifth and final year of the 2020-2024 Con Plan.

Table 5 - Expected Resources – Priority Table

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

The County 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 supports the Department of Social Services which 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.

The County will also work with a variety of other funding sources to leverage CDBG funds. These include:

- **Low Income Housing Tax Credit (LIHTC):** The County continues to support funding applications by affordable housing developers to pursue additional LIHTC. LIHTC is the single most important funding source available for affordable housing development.
- **No Place Like Home (NPLH):** NPLH 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.
- **Homeless Housing, Assistance and Prevention (HAAP):** HAAP 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 HAAP funding to provide support services for a total of 4 Homekey sites in the city of King and the city of Salinas.

The County provides CDBG Public Service funds to local non-profits which leverage those CDBG funds with funding from other sources. The County also provides the local cities in its jurisdiction with CDBG funds for infrastructure and public facilities. These cities leverage those CDBG funds with other local, State, and federal funds.

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

The needs of the homeless were identified as a priority in the County's 2021-2025 Con Plan. The County continues to support agencies serving the homeless through use of County owned land. The projects

below will operate in and beyond FY 2024-2025.

- In 2020, the County entered into a 10-year, zero-cost lease agreement with a partnership of two 501(c)(3) organizations, Community Human Services (CHS) and Gathering for Women (GFW), for the on-going use of a parcel of land in the City of Seaside. Casa de Noche Buena (CNB) a low-barrier emergency shelter for single women and families with children in the Monterey Peninsula. The site is used for emergency shelter and navigation services, and can accommodate 28-35 persons, depending on family size. Capital and funding for starting operations came from the Homeless Emergency Assistance Program (HEAP) in 2019. The program receives operational contributions from the Monterey peninsula cities, including Seaside, as well as the County. The Monterey County Department of Social Services has provided \$100,000 in HHAP and County homeless funds for operations of this program every year since FY 20-21.
- In 2021, the County donated a 3-acre parcel of land for the development of the Salinas Housing Advancement, Resource, and Education (SHARE) Center. The SHARE Center is a low-barrier, housing-first navigation center with emergency shelter beds. The SHARE Center served single men, single women, families, and pets with an approximate capacity of 110 individuals, depending on household size. The County and the City of Salinas maintain an active MOU to collaborate closely and share the costs of operations and housing navigation services at the SHARE Center. The County led the construction of the SHARE Center with capital awarded from a joint grant application to the Homeless Emergency Assistance Program (HEAP) in 2019. The Monterey County Department of Social Services has contributed \$2.68 million in HHAP funding in FYs 21-23 and an additional \$1.1 million in HHAP funding for FY 23-24. The City of Salinas has contributed regional and jurisdictional Emergency Solutions Grant (ESG) funding, City ARPA, and other general funds.

Discussion

Since HUD has not yet announced the FY 2024-2025 CDBG allocation amounts, the County is proceeding with estimates based on FY 2023-2024 entitlement funding of \$1,191,644, reduced by 3% to reflect the reductions in funding in recent years. The County is proceeding with an entitlement funding estimate of \$1,155,895 for FY 2024-2025. Any program income or prior year savings/unallocated funds shown in this Action Plan are actuals.

CDBG regulations generally limit the maximum amount of annual grant funding that can be used to fund general administration (20 % of entitlement) and public services (15 % of entitlement). Based on the estimated funds available for FY 2024-2025, this will limit general administration to \$231,179 and public services to \$173,384. The balance of CDBG funds must be used for capital projects.

The Urban County received eight requests totaling \$230,200 for public services and one application for fair housing activities. Funding for those projects is estimated below:

- \$173,384 for Public Services (seven projects)
- \$190,979 for Administration

- \$40,200 for Fair Housing Program

The County implements a funding methodology which allows the County and its partners to plan for larger projects by utilizing their overall allocations within a 2- to 3-year time period. This reduces overall administration and allows more time to develop larger, more impactful projects. Three proposals for capital projects were received and the Urban County will undertake one capital project directly. For FY 2024-2025, the Urban County will distribute funds as follows:

- \$906,191 for Capital Projects (four projects)

DRAFT

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: \$40,200	Public service activities other than Low/Moderate Income Housing Benefit: 150 Persons Assisted
2	Homelessness and Homelessness Prevention	2020	2024	Homeless	N/A	Homeless Services and Homeless Prevention	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted
3	Public Facilities	2020	2024	Public Facilities	Low/Mod Areas	Public Facilities	CDBG: \$901,191	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: ??? Persons Assisted
4	Public Services	2020	2024	Public Services	N/A	Public Services	CDBG: \$148,384	Public service activities other than Low/Moderate Income Housing Benefit: 1,210 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.

AP-35 Projects – 91.220(d)

Introduction

FY 2024-2025 is the Urban County's fifth year of implementing the CDBG 2020-2024 Con Plan. CDBG provides funding for a variety of projects and programs which serve low- and moderate-income residents of the County in the following ways:

- 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 estimated entitlement allocation for FY 2024-2025 of \$1,155,895, this will limit general administration to no more than \$231,179 and no more than \$173,384 for public services. The County received eight requests for public service and fair housing activities totaling \$230,20000 and is funding seven activities under public services and one activity under administration.

For FY 2024-2025, the Urban County is proposing to distribute funds as follows:

- \$173,384 for Public Services (seven projects)
- \$190,979 for Administration (not including fair housing)
- \$40,200 for Fair Housing

The County is funding four capital projects totaling \$906,191:

- The City of Del Rey Oaks will receive \$ 50,000 in FY 2024-2025 in CDBG funding to XX
- The City of Greenfield will receive \$427,191 FY 2024-2025 CDBG funding for the third year and final year of funding on a multi-year project to XX
- The Veteran's Transition Center will be funded at \$274,000 for a Solar Empowerment project.
- The County will undertake sidewalk improvements in Aromas funded at \$155,000.

Expenses Incurred Prior to July 1, 2020

As part of the requirements to participate in the CDBG program, the County is required to prepare the FY 2024-2025 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 2024-2025 CDBG allocation of planning and administration funds.

In addition, since HUD has not yet released the allocations for CDBG funding for FY 2024-2025 the County will take advantage of the waiver provided by HUD as outlined in CPD Notice 24-01 (CPD Notice). The CPD Notice indicates that this will allow CDBG Entitlement Grantees to incur pre-award costs if needed. Information on the necessity of the waiver and the County's commitment to meeting all requirements of the waiver may be found in Appendix C.

The County has also developed a Contingency Plan (Appendix B) detailing how funding for each proposed project may be revised if the actual FY 2024-2025 allocation is greater or less than the estimated amounts used for this Action Plan.

Program Income and Prior Year Recaptured Funds

Should the Urban County identify and program income or prior year recaptured funds in addition to those shown in AP-15 Expected Resources, it will be divided equally between the FY 2023-2024 Las Lomas Sidewalk Improvement project (not to exceed \$100,000 in additional funding), and the FY 2023-2024 San Lucas Solar Street Light project (not to exceed \$75,000 in additional funding).

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	Home Delivered Meals (Meals on Wheels Monterey Peninsula, Inc.)
7	Home-delivered Meal Program (Meals on Wheels of Salinas Valley, Inc.)
8	Walnut Avenue Pedestrian Improvements (City of Greenfield)
9	Aromas Sidewalk Improvement (Urban County)
10	XXXXXX (City of Del Rey Oaks)
11	Solar Empowerment (Veteran’s Transition Center)
12	Fair Housing and Tenant/Landlord (Eden Council for Hope and Opportunity)
13	General Administration

Table 7 - Project Information

AP-38 Project Summary

1	Project Name	Outreach Services (Alliance on Aging)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000
	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	6/30/2025
	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: 28,384

	Description	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. 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.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	500 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: \$25,000

	Description	<p>Central Coast YMCA will provide year-round organized sports leagues for children and youth at Pajaro Park, including soccer, T-ball and basketball. Central Coast YMCA’s Pajaro Park youth sports leagues will benefit 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.</p> <p>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.</p>
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	300 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: \$25,000
Description	<p>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.</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 250 low income youth.</p>
Target Date	6/30/2025
Estimate the number and type of families that will benefit from the proposed activities	214 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	\$25,000
	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	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	20 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	Home Delivered Meals (Meals on Wheels Monterey Peninsula, Inc.)
	Target Area	Not Applicable
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	\$25,000
	Description	<p>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.</p> <p>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.</p>

	Target Date	6/30/2025
	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.
7	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: \$35,000
	Description	<p>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 of receiving either 5 or 7 main meals ever week for a year with funding.</p> <p>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.</p>

	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	16 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.
8	Project Name	Walnut Avenue Pedestrian Improvements (City of Greenfield)
	Target Area	Not Applicable
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Infrastructure Improvements
	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.
9	Project Name	Aromas Sidewalk Improvements (County of Monterey)
	Target Area	Not Applicable
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Infrastructure Improvements
	Funding	\$155,000

	Description	Sidewalk improvements on the westerly side of Carpinteria Road between Aromas Road and Blohm Avenue in the Aromas area. The approximately 1,200 linear feet of sidewalks will connect Aromas School with the Aromas Community Park. 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	6/30/2026
	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	?????? (City of Del Rey Oaks)
	Target Area	Not Applicable
	Goals Supported	Infrastructure Improvements?
	Needs Addressed	Infrastructure Improvements?
	Funding	\$50,000
	Description	
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
11	Project Name	Veteran’s Transition Center
	Target Area	Not Applicable
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Infrastructure Improvements
	Funding	\$274,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
12	Project Name	Fair Housing Services (Eden Council for Hope and Opportunity)
	Target Area	Not Applicable

	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	\$40,200
	Description	<p>This project provides for County costs to provide fair housing services as part of the administration of the CDBG program.</p> <p>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.</p>
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	150
	Location Description	N/A – services are available to all Urban County residents
	Planned Activities	The provision of fair housing services
13	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: \$190,979
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	6/30/2025
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

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

The underserved needs identified in the Con Plan included the homeless and youth. The lack of adequate funding is a critical obstacle to addressing the underserved needs, but the County ensured that both groups will be served through projects funded in FY 2024-2025. 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. 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.

Priority Needs were established as part of the County's FY 2020-2024 Consolidated Plan. They are a result of various community outreach efforts and consultation meetings conducted during the Citizen Participation process and form the basis for allocating investments geographically within the Urban County during the five-year period Consolidated Plan period. Only eligible activities that received a high priority level in the FY 2020-2024 Consolidated Plan were funded in FY 2024-2025. Unfortunately, the demand for all types of activities greatly exceeds the financial resources available to the Urban County. In FY 2024-2025, the specific Con Plan Priorities below will be funded:

- 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.

AP-50 Geographic Distribution – 91.220(f)

Monterey County is composed of the cities of Del Rey Oaks, Gonzales, Greenfield and Sand City, and the unincorporated areas of Monterey County. The jurisdiction of the County covers over 3,000 square miles. 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 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)

Introduction

The County does not anticipate expending any FY 2024-2025 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 County.

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

Table 5 - 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 6 - 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 the Public Housing Authority (PHA) and the 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.

- 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 2020-2024 Consolidated Plan. For FY 2024-2025, the Urban County anticipates allocating approximately 15% of the CDBG entitlement funding allocation to public services. \$25,000 in FY 2024-2025 funding will be allocated specifically to homeless outreach through Interim, Inc.'s MCHOME program. Alliance on Aging will receive \$10,000 in FY 2024-2025 funding to provide outreach services to seniors in rural areas of South County to provide resources, information, and referrals to other senior services.

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 a 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 20 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 Coalition of Homeless Services Providers (CHSP) serves as the local Continuum of Care (COC) lead agency, administrator of the Homeless Management Information System, the coordinated entry system, and is 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 COC strives to provide and expand housing opportunities for those experiencing homelessness and those who are formerly homeless through emergency shelters, transitional housing, rapid rehousing, supportive housing, and permanent housing. The COC and its partners provide a range of housing options which include but are not limited to outreach, assessment, and case management services. These services are offered through this network to assist the unhoused in obtaining appropriate services which can shorten the period of time individuals and families experience homelessness and help ensure they do not become homeless again. The Urban County will continue to rely on that vast network of public and nonprofit agencies help those experiencing homelessness make the transition to permanent housing and

independent living.

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.

In FY 2024-2025, the Urban County will fund a number of agencies that help low-income individuals and families avoid becoming homeless, as shown below:

- The Veterans Transition Center, which will be funded by the Urban County for facility improvements in FY 2024-2025, provides services to those who are being discharged from health care facilities, mental health facilities, and corrections programs and institutions.
- Meals on Wheels of Salinas Valley and Meals on Wheels Monterey Peninsula both deliver meals to homebound individuals daily all over Monterey County. This assists the low- and moderate-income population by reducing their food expenses, allowing them to use more of their resources for housing, medical, and other monthly expenses.
- Alliance on Aging Outreach Services assists low- and moderate-income seniors to obtain the information and benefits they need, helping them maintain stable housing.
- 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

Market and governmental factors which are out of the County’s control pose constraints to the provision of affordable housing. These factors, such as the cost of labor and construction materials, cost of land, or availability of financing increase the cost of both market-rate and affordable housing. The high demand for housing overall also increases development costs due to the imbalance in supply compared to demand. The cost of market-rate housing disproportionately impacts low- and moderate-income households due to their limited resources to afford housing, both for-sale and rental, whose prices are increased out of their range due to these factors.

All of these factors impact the costs of the development of affordable (government-assisted) housing as well. In addition to the impacts noted above, the development of affordable housing can be more expensive than comparable market-rate housing due to requirements related to government funding. These include disabled accessibility, prevailing wage, and environmental protection requirements.

The County strives to mitigate local barriers to affordable housing by offering incentives to encourage affordable housing development. 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 later in 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 youth and those experiencing homelessness. Generally, the lack of funding is the most critical obstacle to meeting the underserved needs of these groups. The Urban County intends to help bridge the gap by allocating CDBG funds to homeless services, homeless prevention, and youth programs. In FY 2024-2025, the County will use CDBG funds for the following programs which are targeted at youth and those experiencing homelessness.

- YMCA Pajaro Parks Program - \$25,000
- Girls Inc. After School Program - \$25,000
- Boys & Girls Club South County SMART Program - \$28,384
- Interim, Inc. Homeless Outreach - \$25,000

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

Actions planned to foster and maintain affordable housing.

The Housing Authority County of Monterey (HACM) is the Public Housing Authority (PHA) and the 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.

Between 2017 and 2020, the State of California enacted numerous laws directed at assisting with the development of affordable market-rate 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 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 was submitted to the State of California on XX...

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).

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.

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 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. For example, on December 11, 2023 the County conducted outreach to 144 local-serving non-profit and public agencies to encourage them to learn about and apply for CDBG funding. Prior to the CDBG Program Workshop, a Notice of Funding Availability (NOFA) was published on November 2, 2023 (English and Spanish) in the Monterey County Weekly and posted in the County’s social media.

The County collaborates with the Coalition of Homeless Services Providers (CHSP) whose membership consists of over 20 not-for-profit organizations who share the mission of ending homelessness. The Monterey County Board of Supervisors also has seat on the Lead Me Home Leadership Council, along with the mayors of five cities within the County, 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.

Discussion

See discussion above.

Program Specific Requirements

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

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

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

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0.00
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	\$0.00
3. The amount of surplus funds from urban renewal settlements	\$0.00
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.	\$0.00
5. The amount of income from float-funded activities	\$0.00
Total Program Income	\$0.00

Other CDBG Requirements

The amount of urgent need activities	\$0.00
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APPENDIX A - OUTREACH

APPENDIX B – CONTINGENCY STRATEGY

CONTINGENCY STRATEGY TO ADDRESS THE LATE RELEASE OF FY 2024-2025 CDBG ENTITLEMENT FUNDING ALLOCATIONS

The Urban County of Monterey (County) is an Entitlement Grantee for Community Development Block Grant (CDBG) funding from Department of Housing and Urban Development (HUD). Due to delay in the adoption of the federal budget, HUD may not announce the County’s actual FY 2024-2025 CDBG Entitlement allocation (allocation) until later than normal. HUD has provided guidance in CPD Notice 24-01 (Notice) on how to address this and other related impacts to the County’s CDBG program. Per the options provided in the Notice, the County plans to:

- Develop the FY 2024-2025 Draft Annual Action Plan (Action Plan) using estimated CDBG allocations, including conducting the public participation plan process and holding the public hearing before the County Council for adoption of the Action Plan; and
- Delay the formal submission of the Action Plan in HUD’s Integrated Disbursement and Information System (IDIS) until the actual FY 2024-2025 CDBG allocations have been announced by HUD, but in no case later than August 16, 2024; and
- Include this Contingency Plan as an attachment to the Action Plan outlining the funding revisions to be undertaken if the FY 2024-2025 CDBG allocation is less or greater than the estimates used during the development of the Action Plan.

PROPOSED CONTINGENCY STRATEGIES

Decrease in FY 2024-2025 Funding

- Fund the Eden Council for Hope and Opportunity project at the originally proposed amount out of the Administration funds.
- Reduce remaining Administration funding by the amount required to remain under the funding cap.
- Reduce each of the proposed Public Services projects by the percentage of the overall reduction to remain under the funding cap.
- Fund the following Capital projects at originally proposed amounts:
 - City of Greenfield Walnut Ave Pedestrian Improvements
 - Del Rey Oaks

- Using any remaining Capital funds, decrease the original proposed funding for both of the following Capital projects by an equal percentage:
 - Aromas Sidewalks
 - Veterans Transition Center Solar Empowerment

Increase in FY 2024-2025 Funding

- Fund the Eden Council for Hope and Opportunity project at the originally proposed amount.
- Increase funding for Administration to the maximum allowable to remain under the funding cap.
- Fund the following Public Service projects at the originally proposed amount:
 - Pajaro Park Children and Youth Sports Project
 - After School Project
 - MCHome Homeless Street Outreach
 - Meals on Wheels Monterey Peninsula Project
 - Meals on Wheels of the Salinas Valley Project
- Increase the funding for the following Public Services in the order shown, not to exceed the amount originally requested:
 - Boys and Girls Club of Monterey County
 - Outreach Services Project
- Fund the following Capital projects at originally proposed amounts:
 - City of Greenfield Walnut Ave Pedestrian Improvements
 - Del Rey Oaks
- With the remaining Capital funds, increase the original proposed funding for both of the following Capital projects by an equal percentage for each:
 - Aromas Sidewalks
 - Veterans Transition Center Solar Empowerment

APPENDIX C – WAIVER DOCUMENT

Waiver of Requirements at 24 CFR 570.200 (h) for Community Development Block Grants Program (CDBG)

The Urban County of Monterey (County) is an Entitlement Grantee for Community Development Block Grant (CDBG) funding from Department of Housing and Urban Development (HUD). Due to delay in the adoption of the federal budget, HUD may not announce the County's allocation of FY 2024-2025 CDBG funds until later than normal. This will impact the development and submission of the FY 2024-2025 Action Plan and operation of the County's CDBG program. HUD has provided guidance in CPD Notice 24-01 (CPD Notice) on how to address this and other related impacts to the County's CDBG program. Per the options provided in CPD Notice, the County has decided to delay the submission of the FY 2024-2025 Action Plan until the actual FY 2024-2025 CDBG allocations have been announced by HUD, but in no case no later than August 16, 2024.

The regulations at 24 CFR 570.200(h) define the effective date of a Grantee's agreement for CDBG funds as the program year start date or the date that the Action Plan is received by HUD, whichever is later. Per these regulations, the effective date is the date on which the County may begin to incur costs related to the operation of the FY 2024-2025 CDBG program. Because of the delay in the submission of the FY 2024-2025 Action Plan, the County's effective date could extend significantly past July 1, 2024, the start date of the County's program year. This would mean that the County would be unable to incur costs for those programs, resulting in a delay in the start of the FY 2024-2025 program year, and a gap in the provision of CDBG-funded services to residents of the County.

The CPD Notice has provided options for the County to use a waiver of the regulations at 24 CFR 570.200(h) to incur costs prior to the effective date. Therefore, in accordance with the direction provided in the CPD Notice regarding the waiver of the requirements at 24 CFR 570.200 (h), the County intends to use those waivers in the submission of the FY 2024-2025 CDBG Action Plan and operations of the FY 2024-2025 CDBG program. Therefore, the County of Delano certifies that:

1. That the costs incurred prior to the CDBG and HOME grant awards are necessary for efficient and timely performance of the activity in question;
2. That the costs are for eligible activities under the regulations for the CDBG and HOME programs;
3. That the County has complied with all other requirements for pre-award costs under the regulations for the CDBG and HOME programs or as described in CPD Notice 24-01;

4. That the activity for which costs will be incurred is included in the FY 2024-2025 Action Plan; and
5. That the County has completed its citizen participation process by including in its files a written, dated summary of citizen participation comments received on its Plan, pursuant to 24 CFR 91.105(b)(5) or 91.115(b)(5) as applicable.

Per 24 CFR 570.200 (h)(1)(ii), the County must advise citizens of the extent to which incurring pre-award costs may affect future grants. This might include activities being disallowed and funds returned to HUD if the activities do not meet the applicable regulations. The County therefore certifies:

1. That the Citizen Participation process will be undertaken in a timely manner and will include all required notices, public comment periods, and public hearings;
2. That all activities undertaken will be eligible activities meeting a HUD-required National Objective; and
3. That the County will follow the requirements at 24 CFR 58 to ensure that all environmental compliance documentation is completed in a timely manner. Further, that the County will not take any actions that would have an adverse environmental impact or limit the choice of reasonable alternatives.

Attachment #2

Urban County
2024-25 Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures	Amount Requested
Alliance on Aging, Inc.	Outreach Services	AOA provides outreach, benefits assistance, Medicare counsel to seniors in multiple senior venues throughout South County. Since 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. AOA participates in Meals on Wheels monthly congregate luncheon/social affairs in Greenfield, Gonzales and numerous low-income senior housing complexes.	Target population for AOAs Outreach & Medicare Counseling Programs 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. We will provide insurance counseling to lower one's Medicare and Rx costs and screen one's eligibility for various low-income assistance programs including Medi-Cal, CalFresh, Transportation, PG&E bill.	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.	\$25,000.00

Urban County
2024-25 Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures	Amount Requested
Boys & Girls Clubs of Monterey County	South County SMART Programming	BGCMC will bring SMART Moves programming to Greenfield and Gonzales youth at elementary and middle schools during the school day. SMART Moves is designed to help young people develop healthy decision-making attitudes and skills. SMART Moves programming uses a strengths-based approach to health promotion. Incorporate youth voice and choice, as well as opportunities to learn and practice key social-emotional skills young people need to make healthy choices about goal setting, addressing peer pressure, how to cope with adolescent challenges, and how to seek and confirm credible health sources.	The South County SMART (Skill Mastery and Resistance Training) programming will support Gonzales and Greenfield students. Services will be provided on six school campuses through weekly programs offered to students in 8,10 or 12 week periods. Youth beneficiaries are largely residing in low income housing and/or qualify for their free/reduced lunch meal program. Youth will benefit by participating and developing positive relationships with staff and continue to adopt a healthy lifestyle. 	Reinforce the culture of emotional wellness through our programming that schools often request support from youth development organizations. School administrators have shared challenges youth are experiencing and request support for their students by reinforcing skills to set goals, how to confront peer pressure, coping skills, and how to find credible health information sources. Participants will complete a post survey to evaluate how they meet these outcomes.	Reinforce the culture of emotional wellness through our programming that schools often request support from youth development organizations. School administrators have shared challenges youth are experiencing and request support for their students by reinforcing skills to set goals, how to confront peer pressure, coping skills, and how to find credible health information sources. Participants will complete a post survey to evaluate how they meet these outcomes.	\$30,000.00
Central Coast Young Mens Christian Association	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 300 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 Park was built in 2014 to create a public space to exercise and build community. Young people in Pajaro will benefit from safe spaces to exercise, leading to improved health.	In March 2023, Pajaro made national headlines when a river levee failed, flooding the town and temporarily closing Pajaro Park. In the aftermath of natural disasters, youth sports leagues promote team-building, positive mental health, and a sense of belonging, developing character through working together to achieve a collective goal. Young people in Pajaro will benefit from structured activities, regular exercise, and strengthened community ties that lead to improved health and wellness.	In March 2023, Pajaro made national headlines when a river levee failed, flooding the town and temporarily closing Pajaro Park. In the aftermath of natural disasters, youth sports leagues promote team-building, positive mental health, and a sense of belonging, developing character through working together to achieve a collective goal. Young people in Pajaro will benefit from structured activities, regular exercise, and strengthened community ties that lead to improved health and wellness.	\$25,000.00

Urban County
2024-25 Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures	Amount Requested
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 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: o Create awareness of fair housing and tenant/landlord laws; o Empower tenants through counseling; o Provide education to non-compliant owners; o Facilitate dispute resolution for renters and landlords via conciliation or mediation; o Foster opportunities for fair housing choice; o 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: o Create awareness of fair housing and tenant/landlord laws; o Empower tenants through counseling; o Provide education to non-compliant owners; o Facilitate dispute resolution for renters and landlords via conciliation or mediation; o Foster opportunities for fair housing choice; o Preserve and promote accessibility of affordable housing for tenants.	\$40,200.00
Girls Inc. of the Central Coast	After School Program	Provide after school youth development and prevention programs to low-income girls to: (1) encourage girls to graduate from high school, go to college, and plan for a career; (2) provide paid internships for program grads to develop leadership and employment skills and mentor younger girls; (3) develop effective refusal skills to avoid unhealthy behaviors and maintain personal values; (4) provide accurate health information and promote communication between parents and daughters. All programs focus is on goal setting, decision-making, values clarification, and developing resiliency skills.	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. 95% of girls served have been Latina, whose families work in the agricultural or tourist industry. For 90%, the home language is Spanish. A minimum of 85% of families has incomes below \$50,000/year.	High school girls graduate from high school, apply to college, identify a career path and avoid risky behaviors. Teen facilitators develop leadership and mentoring skills, acquire tangible job skills and experience. Middle school girls learn to resist pressure to engage in unwanted sex and drug and alcohol use, gain knowledge on developing healthy relationships, and safely handling stress. Parents and daughters increase knowledge on health and puberty, communication and problem-solving skills.	High school girls graduate from high school, apply to college, identify a career path and avoid risky behaviors. Teen facilitators develop leadership and mentoring skills, acquire tangible job skills and experience. Middle school girls learn to resist pressure to engage in unwanted sex and drug and alcohol use, gain knowledge on developing healthy relationships, and safely handling stress. Parents and daughters increase knowledge on health and puberty, communication and problem-solving skills.	\$25,000.00

Urban County
2024-25 Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures	Amount Requested
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. Interim also recently acquired office space in Soledad, and will be able to improve outreach to surrounding unincorporated areas in South County. 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 street outreach & Full Service Partnership (FSP) program serving adults, age 18 and older, who have psychiatric disabilities, are homeless, & who are very low income. MCHOME's goal is to provide wrap-around services for individuals with mental illness to enable them to stabilization and get on the pathway to housing. Services include: case management, counseling, assistance with social services apps (Medi-Cal, benefits), referrals, linkage to housing services providers, 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 100 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 100 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.	\$25,000.00
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 3 meals per day for six days of the week 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, and/or disabled homebound clients who reside in Sand City and Del Rey Oaks and Big Sur. In 2023, MOWMP made 11,960 deliveries of 29,900 individual meals to 79 client households residing in these communities. Of those clients, 69% of clients served were women and 33% men. 74% lived alone. Ethnicity: 69% - Caucasian; 14% - African American; 5% - Hispanic; and 3% - Other. 87% of the 80+ clients are extremely low, very low, and low 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 caregivers in their home to prepare meals. 87% 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 caregivers in their home to prepare meals. 87% of clients are low or moderate income and will not have the requisite income to meet their basic needs.	\$25,000.00

Urban County
2024-25 Application Details

Applicant	Project Name	Project Description	Target Population	What Will Change	Effectiveness Measures	Amount Requested
Meals on Wheels of the Salinas Valley, Inc.	Meals on Wheels of the Salinas Valley: Home-delivered meal program	We'll serve approx.16 homebound seniors their choice of 5-7 main meals weekly. Our clients may also choose a bag of fresh fruits and vegetables, bread, peanut butter, and other non-perishables items such as tuna fish, cereal, to supplement their main meals. Delivering nutritious Home-Delivered meals is our primary service, but we've enhanced this program and now provide free reading glasses, adult diapers, complimentary pet food for their cats, dogs, and birds, a copy of the Monterey Weekly, and the opportunity to hear live music 'sidewalk serenade' at their door via our Art and About program.	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. 16 seniors will have a choice of receiving either 5 or 7 main meals weekly for a year.	Homebound seniors, 62 and older, will benefit from our home-delivered meals because we deliver healthy meals to their homes weekly. Our 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 meals because we deliver healthy meals to their homes weekly. Our 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.	\$35,000.00
The Veterans Transition Center of California	Solar Empowerment for Veterans	This solar power installation project will enhance energy efficiency in fifteen housing units dedicated to Veterans facing homelessness or housing insecurity. These residences provide stable housing and support Veterans on their journeys toward self-sufficiency. Each unit will feature 10-12 Tier-1 solar panels with backup batteries, ensuring a reliable power source for those with medical devices. Bidding on the project will begin in July 2024, with project completion in April 2025.	The Solar Empowerment for Veteran Residences at Hayes Circle provides stable housing for Monterey County homeless Veterans in programs at the Veterans Transition Center of California (VTC), including low to moderate income families, elderly, mentally ill, and physically disabled homeless Veterans. It enhances energy efficiency, ensuring reliable power for medical devices, and reduces utility costs, redirecting resources to VTC services that support the needs of Veterans in VTCs housing program.	Improved infrastructure, program sustainability, and enhanced living conditions in Monterey County will result from this project. This initiative addresses housing priorities, supports vulnerable populations, protects public health, and contributes to economic sustainability. Having a reliable power source through solar energy ensures that medical device usage can be maintained during disasters or other disruptions to the industrial power grid, which is essential for many VTC residents.	Improved infrastructure, program sustainability, and enhanced living conditions in Monterey County will result from this project. This initiative addresses housing priorities, supports vulnerable populations, protects public health, and contributes to economic sustainability. Having a reliable power source through solar energy ensures that medical device usage can be maintained during disasters or other disruptions to the industrial power grid, which is essential for many VTC residents.	\$500,000.00

Attachment #3

Urban County
2024-25 Application Summary

Applicant	Project Name	2023 Approved Funding	Amount Requested	Staff Funding Recommend	Urban County Committee Recommend	Board of Supervisors Approved Funding
Anticipated Available Funding for Public Services			\$ 173,384	\$ 173,384	\$ 173,384	\$
Alliance on Aging, Inc.	Outreach Services	\$ 22,250	\$ 25,000	\$ 10,000	\$ 10,000	
Boys & Girls Clubs of Monterey County	South County Youth Programs & Services	\$ 22,250	\$ 30,000	\$ 28,384	\$ 28,384	
Central Coast YMCA	Pajaro Park Children & Youth Sports Programs	\$ 22,250	\$ 25,000	\$ 25,000	\$ 25,000	
Girls Inc. of the Central Coast	After School Program	\$ 22,250	\$ 25,000	\$ 25,000	\$ 25,000	
Interim, Inc.	MCHOME (Homeless Street Outreach)	\$ 22,997	\$ 25,000	\$ 25,000	\$ 25,000	
Legal Services for Seniors	Fair Housing & Senior Legal Services	\$ 22,250	\$ -	\$ -		
Meals on Wheels Monterey Peninsula Inc.	Home Delivered Meal Program	\$ 22,250	\$ 25,000	\$ 25,000	\$ 25,000	
Meals on Wheels of the Salinas Valley, Inc.	Home Delivered Meal Program	\$ 22,250	\$ 35,000	\$ 35,000	\$ 35,000	
	TOTAL Public Services	\$ 178,747	\$ 190,000	\$ 173,384	\$ 173,384	\$ -
Anticipated Available Funding for Affordable Housing, Infrastructure & Public Facilities		\$ 897,078	\$ 906,191	\$ 906,191	\$ 906,191	\$
City of Gonzales	Community Center 2nd Year Funding	\$ 357,475	\$ -	\$ -		
City of Greenfield	Walnut Avenue Pedestrian Improvements 3rd Year Funding	\$ 427,191	\$ 427,191	\$ 427,191	\$ 427,191	
County Public Works	Aromas Elementary Sidewalks	\$ 5,000	\$ 250,000	\$ 155,000	\$ 155,000	
City of Del Rey Oaks		\$ -	\$ 50,000	\$ 50,000	\$ 50,000	
Veteran's Transition Center	Solar Empowerment	\$ -	\$ 500,000	\$ 274,000	\$ 274,000	
County Project/s						
County Public Works	Las Lomas Sidewalks	\$ 200,000				
County Public Works	San Lucas Street Lighting	\$ 175,000				
	Total Affordable Housing, Infrastructure & Public Facilities	\$ 1,164,666	\$ 1,227,191	\$ 906,191	\$ 906,191	\$ -
Anticipated Available Funding for General Administrative Activities		\$ 245,254	\$ 231,179	\$ 231,179	\$ 231,179	\$
Eden Council for Hope and Opportunity	Fair Housing and Tenant/Landlord Services	\$ 30,000	\$ 40,200	\$ 40,200	\$ 40,200	
County General Administration	City Data Services	\$ 8,160	\$ 8,160	\$ 8,160	\$ 8,160	
County General Administration	Cloudburst Consulting	\$ 2,500	\$ -	\$ -		
County General Administration	Veronica Tam & Associates	\$ 19,000	\$ 16,000	\$ 16,000	\$ 16,000	
County General Administration	Public Noticing	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	
County General Administration	Direct Staff & Interdepartmental Charges	\$ 163,344		\$ 158,819	\$ 158,819	
	Total General Administration	\$ 231,004	\$ 72,360	\$ 231,179	\$ 231,179	\$ -

Attachment #4

**SUBRECIPIENT AGREEMENT BETWEEN
COUNTY OF MONTEREY**

And the

SUBRECIPIENT

For

CDBG YEAR 2024-2025

PROJECT NAME

THIS AGREEMENT entered this 1st day of July 2024 by and between the County of Monterey (herein called Grantee) and 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-24-UC-06-0011 (Catalog of Federal Domestic Assistance #14.218) with HUD with authority to expend funds as of July 1, 2024;

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, 2024 through June 30, 2025 and as more fully described in Section II and Attachment C.

B. Not to Exceed Amount

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

C. Activities

Subrecipient will be responsible for administering a CDBG FY 2024-2025 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.

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, 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, 2024, for purposes of determining eligible expenses unless otherwise noted in Attachment A. Accordingly, services of Subrecipient shall start on the 1st day of July 2024 and end on the 30th day of June 2025 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 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
Subrecipient Director
Subrecipient Address
Subrecipient City, CA Zip Code
Subrecipient Telephone:
Subrecipient Fax
Subrecipient Director Email

VI. SPECIAL CONDITIONS

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

VII. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

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, 2024 and June 30, 2025. All requests for payment must be submitted to the Grantee no later than August 15, 2025.

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, 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

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)

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 V.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 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

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 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

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 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 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.

COUNTY OF MONTEREY

By: _____
_____, Board President

By: _____
Craig Spencer, Director of Housing & Community Development

Date: _____

Date: _____

Approved as to form and legality:

By: _____
_____, Board Secretary

By: _____
Reed Gallogly, Deputy County Counsel

Date: _____

Date: _____

Scope of Work & Budget Reviewed

Reviewed as to fiscal provisions:

By: _____
_____, Executive Director

By: _____
Auditor-Controller's Office

Date: _____

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	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
• Project must wait until notified by the County that all environmental reviews are complete before incurring eligible expenses	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
• Subrecipient is required to submit Progress Reports and Invoices	Monthly	<input type="checkbox"/>	Quarterly	<input type="checkbox"/>
• Project is subject to the special terms and conditions in Attachment E	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
• Project is subject to the special terms and conditions in Attachment F	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
• Project is Subject to the special terms and conditions in Attachment G	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
• Activity is subject to California Prevailing Wages	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
• 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"/>

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

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)
- Battered spouses
- Homeless persons
- Abused children
- Migrant farm workers
- Severely disabled adults
- Persons living with HIV/AIDS
- 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 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.)

Position	Name	% of Time	Hourly Rate	Cost

DRAFT

**Attachment C
Schedule**

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

Quantity	Service	Description
	Unduplicated Persons Served	

DRAFT

**Attachment D
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 E
Davis-Bacon Wage Determination

DRAFT

**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.

- 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 printout 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:
 - (1) <http://www.dol.gov/whd/forms/wh347instr.htm>;
 - (2) <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 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 #5

**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 15th day of May 2024, 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 15, 2024.

Dated

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

By _____, Deputy