AGENDA

HOUSING AND COMMUNITY DEVELOPMENT COMMISSION REGULAR MEETING

THURSDAY, MARCH 4, 2021
7:00 P.M
VIA TELECONFERENCE

Christina Rodriguez, Chair
Tara Beasley-Stansberry, Vice Chair
Robert Bryant
Ylonda Calloway
S. Bre Jackson
Christina Long
Antoinisha Waddell

IMPORTANT NOTICE REGARDING MARCH 4, 2021
HOUSING AND COMMUNITY DEVELOPMENT COMMISSION MEETING

These meetings are being conducted using teleconference and electronic means consistent with the State of California Executive Order N-29-30 regarding the COVID-19 pandemic. In accordance with Executive Order N-29-30, the public may only view the meetings on television and/or online and not in the Council Chamber.

PUBLIC COMMENT: Members of the Public may provide public comments during the Commission Meeting via Zoom (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833. For additional instructions on how to speak during public comment, please visit, www.cityofvallejo.net/publiccomment

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- Watch Vallejo local channel 28
- Stream from the City website: www.cityofvallejo.net/Streaming
- Join the Zoom webinar: https://ZoomRegular.Cityofvallejo.net

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	In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at dawn.abrahamson@cityofvallejo.net Notification at least 48 hours prior to a meeting will enable the City to make reasonable arrangements to ensure accessibility to that meeting. [28 CFR.35.102.35.104 ADA Title II]. The Vallejo Housing and Community Development Division may be contacted as follows: Tel: (707) 648-4507, Fax: (707) 648-5249, or e-mail: chari.barrera@cityofvallejo.net. The hearing impaired may call the California Relay Service at (800) 735-2922 without a TTY/TDD, or (800) 735-2929 with a TTY/TDD.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

A. Regular Meeting of December 3, 2020

B. Regular Meeting of January 7, 2021

6. REPORT OF PRESIDING OFFICER AND MEMBERS OF THE COMMISSION

7. SECRETARY'S REPORT

8. COUNCIL LIAISON'S REPORT

9. COMMUNICATIONS AND PRESENTATIONS

10. COMMUNITY FORUM

This is an opportunity for residents to discuss items not on the agenda that are within the purview of the Commission. The Commission may not discuss or take action on these items but may require they be placed on a future agenda. If an item is not within the purview of the Commission, the person may be referred to the appropriate party.

Due to the current Shelter at Home Order and in conformance with the Governor's Executive Order N-29-30, the City of Vallejo has opted to hold this meeting via teleconference. There will be no public access to City Hall for any Commission meetings until further notice.

Any interested members of the public desiring to communicate with the Commission as part of the Community Forum may do so via:

- *Zoom: (https://ZoomRegular.Cityofvallejo.net),*
- *Phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone.*

For additional instructions on how to speak during public comment, please visit, www.cityofvallejo.net/publiccomment.

11. CONSENT CALENDAR

12. PUBLIC HEARINGS

Due to the current Shelter at Home Order and in conformance with the Governor's Executive Order N-29-30, the City of Vallejo has opted to hold this meeting via teleconference. There will be no public access to City Hall for any Commission meetings until further notice.

Any interested members of the public desiring to communicate with the Commission as part of the Public Hearing may do so via:

- *Zoom: (https://ZoomRegular.Cityofvallejo.net),*
- *Phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone.*

For additional instructions on how to speak during public comment, please visit, www.cityofvallejo.net/publiccomment.

A. Second Proposed Amendment to the Fiscal Year (FY) 2019-20 Action Plan to Include the Allocation of Coronavirus Aid, Relief, and Economic Security (CARES) Act Community Development Block Grant Program Coronavirus (CDBG-CV) Funds

In 2020, the City of Vallejo received a special allocation of CDBG Program funds, known

as CDBG-CV1 (Round One), in the amount of $618,244.00 to prevent, prepare for, and respond to the coronavirus. The City has been notified by the U. S. Department of Housing and Urban Development (HUD) that it will receive an additional allocation of $856,930.00 in CDBG-CV3 (Round Three) funds. In order to accept CDBG-CV formally, the City must again make amendments to the FY 2019-20 Annual Action Plan describing the proposed use of this funding and the process for obtaining public input.

For more information, a staff report is enclosed with the agenda packet.

Recommendation: Conduct a public hearing. By motion, recommend approval by the City Council of a Substantial Amendment to the FY 2019-20 Action Plan and CDBG Program Budget.

13. ADMINISTRATIVE ITEMS

Due to the current Shelter at Home Order and in conformance with the Governor's Executive Order N-29-30, the City of Vallejo has opted to hold this meeting via teleconference. There will be no public access to City Hall for any Commission meetings until further notice.

Any interested members of the public desiring to communicate with the Commission as part of the Administrative Items may do so via:

- *Zoom: (https://ZoomRegular.Cityofvallejo.net),*
- *Phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone.*

For additional instructions on how to speak during public comment, please visit, www.cityofvallejo.net/publiccomment.

A. Community Development Block Grant (CDBG) Program Funding Agreement By and Between the City of Vallejo and Community Housing Development Corporation (CHDC) to Provide First Time Homebuyer Mortgage Assistance Loans and Closing Cost Grants in an Amount Not to Exceed $191,970.00

For more information, a staff report is enclosed with the agenda packet.

Recommendation: Recommend that the City Council authorize the City Manager or his designee to execute a CDBG Program Funding Agreement with CHDC to provide a First Time Homebuyer Assistance Program.

B. HOME Investment Partnerships Program Funding Agreement By and Between the City of Vallejo and CHDC to Provide First Time Homebuyer Mortgage Assistance Loans and Closing Cost Grants in an Amount Not to Exceed $405,00.00

For more information, a staff report is enclosed with the agenda packet.

Recommendation: Recommend that the City Council authorize the City Manager or his designee to execute a HOME Program Funding Agreement with CHDC to provide a First Time Homebuyer Assistance Program.

14. POLICY ITEMS

15. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Chari Barrera, Housing and Community Development Commission Secretary, do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to each of the members of the Housing and Community Development Commission, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 5:00 p. m. on March 1, 2021.

Dated: 3/01/2021

Chari Barrera, Secretary

City of Vallejo
Housing and Community Development Commission
Via Teleconference
December 3, 2020

ACTION MINUTES

1. Call to Order

The Housing and Community Development Commission of the City of Vallejo met in a regular virtual meeting on Thursday, December 3, 2020 at 7:00 p. m.

2. Pledge of Allegiance

3. Roll Call

Present: Beasley-Stansberry, Bryant (arrived at 7:15 p.m.), Calloway, Jackson, Long, Waddell

Absent/Excused: Rodriguez

Absent/Unexcused: None

Liaison: Councilmember Sunga, Absent/Excused

Staff: Judy Shepard-Hall, Housing and Community Development Program Manager
Guy Ricca, Temp. Senior Community Development Analyst
Chari Barrera, Administrative Analyst II
Natalie Peterson, Administrative Analyst I

4. Approval of Agenda

Jackson made a motion to approve the Agenda. The motion was seconded by Long.

ROLL CALL:

Ayes: Commissioners: Beasley-Stansberry, Calloway, Jackson, Long, Waddell

Noes: Commissioners: None

Abstentions: Commissioners: None

Absent/Excused: Commissioners: Rodriguez

Absent/Unexcused: Commissioners: Bryant

The motion passed unanimously, 5-0-0.

5. Approval of Minutes

Calloway made a motion to approve the Minutes. The motion was seconded by Beasley-Stansberry.

ROLL CALL:

Ayes: Commissioners: Beasley-Stansberry, Calloway, Jackson, Long, Waddell

Noes: Commissioners: None

Abstentions: Commissioners: None

Absent/Excused: Commissioners: Rodriguez

Absent/Unexcused: Commissioners: Bryant

The motion passed unanimously, 5-0-0.

6. Report of Presiding Officer and Members of the Commission

There were no reports.

7. Secretary's Report

Catholic Charities of Yolo-Solano Rental Assistance Program Update

8. Council Liaison's Report

There was no report.

9. Communications and Presentations

Peterson and Shepard-Hall discussed the 2021 Point-in-Time Homeless Count.

10. Community Forum

There were no speakers from the public.

11. Consent Calendar

12. Public Hearings

13. Administrative Items

A. Fiscal Year (FY) 2019-20 Low- and Moderate-Income Housing Asset Fund (LMIHAF) Annual Report

Barrera reviewed the item. Bryant made a motion to approve the item. The motion was seconded by Beasley-Stansberry.

ROLL CALL:

Ayes: Commissioners: Beasley-Stansberry, Bryant, Calloway, Jackson, Long, Waddell

Noes: Commissioners: None

Abstentions: Commissioners: None

Absent/Excused: Commissioners: Rodriguez

Absent/Unexcused: Commissioners: None

The motion passed unanimously, 6-0-0.

B. FY 2021-22 Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program Funding Process and Criteria

Ricca reviewed the item. Jackson made a motion to approve the item. The motion was seconded by Bryant.

ROLL CALL:

Ayes: Commissioners: Beasley-Stansberry, Bryant, Calloway, Jackson, Long, Waddell

Noes: Commissioners: None

Abstentions: Commissioners: None

Absent/Excused: Commissioners: Rodriguez

Absent/Unexcused: Commissioners: None

The motion passed unanimously, 6-0-0.

C. Establishment an Ad Hoc Committee on FY 2021-22 CDBG Program and HOME Program Funding Allocations

Ricca reviewed the item. Beasley-Stansberry, Bryant, and Long volunteered to serve on the Ad Hoc Committee.

14. Policy Items

There were no policy items.

15. Adjournment

There being no further business, at 7:49 p. m. the meeting was adjourned.

Respectfully submitted,

_____//ss//_____
CHARI BARRERA, Secretary

City of Vallejo
Housing and Community Development Commission
Via Teleconference
January 7, 2021

ACTION MINUTES

1. Call to Order

The Housing and Community Development Commission of the City of Vallejo met in a regular virtual meeting on Thursday, January 7, 2021 at 7:04 p. m.

2. Pledge of Allegiance

3. Roll Call

Present: Beasley-Stansberry, Calloway, Jackson, Long, Rodriguez, Waddell (arrived at 7:07 p.m.)

Absent/Excused: None

Absent/Unexcused: Bryant

Liaison: Councilmember Diaz, Absent

Staff: Judy Shepard-Hall, Housing and Community Development Program Manager
Guy Ricca, Temp. Senior Community Development Analyst
Chari Barrera, Administrative Analyst II
Natalie Peterson, Administrative Analyst I

4. Approval of Agenda

Rodriguez made a motion to approve the Agenda. The motion was seconded by Beasley-Stansberry.

ROLL CALL:

Ayes: Commissioners: Beasley-Stansberry, Calloway, Jackson, Long, Rodriguez

Noes: Commissioners: None

Abstentions: Commissioners: None

Absent/Excused: Commissioners: None

Absent/Unexcused: Commissioners: Bryant, Waddell

The motion passed unanimously, 5-0-0.

5. Approval of Minutes

6. Report of Presiding Officer and Members of the Commission

There were no reports.

7. Secretary's Report

Peterson reported on the Request for Proposals for Fiscal Year 2021-22 Community Development Block Grant Program Funding.

8. Council Liaison's Report

There was no report.

9. Communications and Presentations

There were no communications and presentations.

10. Community Forum

There were no speakers from the public.

11. Consent Calendar

12. Public Hearings

A. Housing and Community Development Needs

Peterson reviewed the item. The Chair opened the Public Hearing. There were no public comments. The Chair closed the Public Hearing.

B. Substantial Amendment to Fiscal Year 2020-21 Action Plan

Peterson reviewed the item. The Chair opened the Public Hearing. There were no public comments. The Chair closed the Public Hearing. Beasley-Stansberry made a motion to approve the item. The motion was seconded by Rodriguez.

ROLL CALL:

Ayes: Commissioners: Beasley-Stansberry, Calloway, Jackson, Long, Rodriguez, Waddell

Noes: Commissioners: None

Abstentions: Commissioners: None

Absent/Excused: Commissioners: None

Absent/Unexcused: Commissioners: Bryant

The motion passed unanimously, 6-0-0.

13. Administrative Items

A. Fiscal Year 2020-21 HOME Investment Partnerships Program Budget Amendments

Barrera reviewed the item. Beasley-Stansberry made a motion to approve the item. The motion was seconded by Rodriguez.

ROLL CALL:

Ayes: Commissioners: Beasley-Stansberry, Calloway, Jackson, Long, Rodriguez, Waddell

Noes: Commissioners: None

Abstentions: Commissioners: None

Absent/Excused: Commissioners: None

Absent/Unexcused: Commissioners: Bryant

The motion passed unanimously, 6-0-0.

B. Appointment of One Housing and Community Development Commissioner to Serve on the Vallejo Homeless Navigation Center Joint Powers Authority

Shepard-Hall reviewed the item. Beasley-Stansberry volunteered to serve on the Vallejo Homeless Navigation Center Joint Powers Authority.

14. Policy Items

There were no policy items.

15. Adjournment

There being no further business, at 7:46 p. m. the meeting was adjourned.

Respectfully submitted,

//ss//
CHARI BARRERA, Secretary

PUBLIC HEARING A.

DATE: March 4, 2021

TO: Chair and Commissioners
Housing and Community Development Commission

FROM: Judy Shepard-Hall, Housing and Community Development Manager

SUBJECT: **SECOND PROPOSED AMENDMENT TO THE FISCAL YEAR (FY) 2019-20 ACTION PLAN TO INCLUDE THE ALLOCATION OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS (CDBG-CV) FUNDS**

RECOMMENDATION

Conduct a public hearing. By motion, recommend approval by the City Council of a Substantial Amendment to the FY 2019-20 Action Plan and CDBG Program Budget.

REASONS FOR RECOMMENDATION

By submitting the Substantial Amendment to the FY 2019-20 Action Plan to HUD, the City may receive the Third Round of special CDBG Coronavirus ("CDBG-CV3") funding to allocate to services for homeless persons, specifically aimed at preventing, preparing for, and responding to the coronavirus.

BACKGROUND AND DISCUSSION

In 2020, the City of Vallejo received a special allocation of CDBG Program funds, known as CDBG-CV1 (Round One), in the amount of $618,244.00 to prevent, prepare for, and respond to the coronavirus. The City has been notified by the U. S. Department of Housing and Urban Development (HUD) that it will receive an additional allocation of **$856,930.00** in CDBG-CV3 (Round Three) funds. In order to accept CDBG-CV funds formally, the City must again make amendments to the FY 2019-20 Annual Action Plan describing the proposed use of this funding and the process for obtaining public input, and submit it to HUD.

Proposed Use of CDBG-CV3 Funding

In June, 2020 the City Council approved the allocation of $618,244.00 in CDBG-CV1 (Round One) funds to: (1) secure hotel and motel rooms, including wraparound support services such as meals, security, and custodial services to meet the needs of up to 180 unduplicated persons who are experiencing homelessness during this current public health crisis, representing 80 percent of the allocation, and (2) CDBG-CV1 program administration costs, (twenty percent of the funding, the maximum allowed by HUD).

Staff recommends that the CDBG-CV3 allocation of **$856,930.00** be budgeted as follows:

(1) funding toward the completion of the establishment of the Homeless Navigation Center at 5 Midway in the amount of $721,930.00. Staff has determined that this project will need additional funds in order to complete the construction of the facility; and

(2) the remaining $135,000.00 to provide 44 additional and unduplicated homeless persons with safe housing in hotel and motel rooms, as well as wraparound services.

Public Input

In accordance with the City's Citizen Participation Plan, the Commission is holding this virtual public hearing to gather information and receive comments on the proposed amendments as described above. Written and electronic comments have also been accepted beginning February 26, 2021 and ending March 4, 2021. The notice of availability of these funds was published on the City's website and in the Vallejo Times Herald on February 26, 2021.

FISCAL IMPACT

The City anticipates receiving $856,930 in CDBG-CV3 funds. Funds unused as of June 30th are carried over to the following fiscal year. The CDBG Program is federally funded and therefore has no direct impact on the General Fund budget. Submission of the Substantial Amendment to the Action Plan and related documents will enable the City to expend additional CDBG-CV funding.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably forseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1. Public Notice of the Second Substantial Amendment to the FY 2019-20 Action Plan Public Hearing

CONTACT

Judy Shepard-Hall, Housing and Community Development Manager, (707) 648-4408,
Judy.Shepard-Hall@cityofvallejo.net

Housing and Community Development Division · 200 Georgia Street · Vallejo · CA · 94590 · 707.648.4507

NOTICE OF PUBLIC HEARING

SECOND PROPOSED AMENDMENT TO THE FISCAL YEAR (FY) 2019-20 ACTION PLAN TO INCLUDE THE ALLOCATION OF CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONOVARUS (CDBG-CV) FUNDS

DATE OF NOTICE: February 26, 2021

FOR MORE INFORMATION: Judy Shepard-Hall, Housing and Community Development Program Manager
(707) 648-4408, judy.shepard-hall@cityofvallejo.net

On Thursday, March 4, 2021 after 7:00 p.m., the Housing and Community Development Commission (HCDC) of the City of Vallejo will hold a virtual public hearing during a regular meeting on the second proposed Substantial Amendment to the City's FY 2019-20 (July 1, 2019 through June 30, 2020) Annual Action Plan. The Action Plan, required by the Department of Housing and Urban Development (HUD), is a one-year plan for applying available funding to the community development and affordable housing needs identified in the City's Five Year Consolidated Plan.

On March 27, 2020, the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed. This $2 trillion stimulus plan included $5 billion in a special allocation of CDBG Program funding, known as CDBG-CV, to prevent, prepare for, and respond to the coronavirus. Of this amount, HUD has immediately allocated $2 billion to CDBG Program grantees based on the federal fiscal year 2020 CDBG formula, and the remaining $3 billion, based on needs using best available data, to States, insular areas, and local governments. In 2020, the City of Vallejo received an allocation of $618,244 in CDBG-CV1 funds. The City of Vallejo has been notified by HUD that it will receive an additional allocation of $856,930 in CDBG-CV3 funds. In order to accept CDBG-CV funding formally, the City must again make amendments to the FY 2019-20 Annual Action Plan describing the proposed use of funding and the process for obtaining public input.

HUD has provided waivers with respect to the potential administration and expenditure of CDBG-CV funding. In order to expedite the delivery of CDBG-CV, HUD has reduced the public comment period to not less than five calendar days for amendments necessitated by this funding. HUD is also allowing the City to hold virtual public hearings if national or local health authorities recommend social distancing and limiting public gatherings for public health reasons, and if the City provides reasonable notification and access for citizens, timely responses from officials to respond to all questions and issues, and public access to all questions and responses.

During the March 4th regular meeting and after the public hearing, the HCDC will review and recommend the proposed amendment to the FY 2019-20 Action Plan. This item is scheduled for consideration and approval by the Vallejo City Council at its regular meeting after 7:00 p. m. on Tuesday, March 23, 2021.

Beginning Friday, February 26, 2021 the draft description of the proposed amendment to the FY 2019-20 Annual Action Plan will be available to the public for review and comments at the City's website under City Hall, Departments and Division, Housing and Community Development. Written comments may be submitted in the Housing and Community Development Division dropbox or by email until 5:00 p.m. on Thursday, March 4, 2021 to: Judy Shepard-Hall, Housing and Community Development Program Manager, 200 Georgia Street, Vallejo, CA 94590; (707) 648-4408; Fax: (707) 648-5249; judy.shepard-hall@cityofvallejo.net.

The City of Vallejo provides its programs and services in a non-discriminatory manner, and is an Equal Opportunity Employer. The City of Vallejo also encourages women and minority-owned businesses to submit bids and proposals for Community Development Block Grant (CDBG) Program and HOME Investment Partnerships Program contracts. For further information, contact the City of Vallejo Housing and Community Development Division at (707) 648-4507. For further information on this public notice, the hearing-impaired may call the California Relay Service at 1-800-735-2922 without a TTY/TDD, or 1-800-735-2929 with a TTY/TDD.

ADMINISTRATIVE ITEM A.

DATE: March 4, 2021

TO: Chair and Commissioners
Housing and Community Development Commission

FROM: Judy Shepard-Hall, Housing and Community Development Manager

SUBJECT: **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDING AGREEMENT BY AND BETWEEN THE CITY OF VALLEJO AND COMMUNITY HOUSING DEVELOPMENT CORPORATION (CHDC) TO PROVIDE FIRST TIME HOMEBUYER MORTGAGE ASSISTANCE LOANS AND CLOSING COST GRANTS IN AN AMOUNT NOT TO EXCEED $191,970.00**

RECOMMENDATION

Recommend that the City Council authorize the City Manager or his designee to execute a CDBG Program Funding Agreement with CHDC to provide a First Time Homebuyer Assistance Program.

REASONS FOR RECOMMENDATION

Staff recommends that CDBG Program funds be allocated to CHDC, a non-profit agency, to provide up to four mortgage assistance loans and closing cost grants to first time homebuyers in Vallejo. First time homebuyers are a priority needs group (number three of four) in the City's Five-Year Consolidated Plan.

BACKGROUND AND DISCUSSION

In December 2019, the City issued a Request for Proposals (RFPs) from qualified organizations to provide a Homebuyer Assistance Program (including lending capital) in the City of Vallejo using federal CDBG Program and HOME Investment Partnerships Program funds. CHDC was the only entity that submitted a response to the RFP. CHDC is an experienced affordable housing provider that has provided housing rehabilitation and first time homebuyer loan programs, and first time homebuyer education, to Vallejo residents for the last several years, using the CDBG, HOME, and Neighborhood Stabilization Program (NSP) funds received by the City from the U. S. Department of Housing and Urban Development (HUD). CHDC is a HUD-certified housing counseling agency.

Due to the COVID-19 pandemic, the negotiation of the terms of a CDBG Program Funding Agreement (shown at Attachment 1) with CHDC has been significantly delayed since early 2020. The pandemic has caused negative impacts to the operations of the Housing and Community Development Division that resulted in disruption, including reducing the availability of staff during 2020.

Pending approval, staff proposes that the term of the Agreement begin on April 1, 2021 and end on June 30, 2022.

FISCAL IMPACT

The Commission's action would recommend the approval by the City Council of a CDBG Program Funding Agreement with CHDC to provide first time homebuyer assistance in an amount not to exceed $191,970.00. The CDBG Program is federally funded and therefore has no direct impact on the General Fund budget.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably forseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1. CDBG Program First Time Homebuyer Assistance Funding Agreement with CHDC

CONTACT

Judy Shepard-Hall, Housing and Community Development Manager, (707) 648-4408,
Judy.Shepard-Hall@cityofvallejo.net

AGREEMENT BY AND BETWEEN THE CITY OF VALLEJO
AND
COMMUNITY HOUSING DEVELOPMENT CORPORATION (CHDC)
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 14.218
FUNDING FOR FISCAL YEAR (FY) 2020-21 (IN PART), AND FY 2021-22 (APRIL 1, 2021 THROUGH JUNE 30, 2022)

THIS AGREEMENT, ("Agreement"), entered this 1st day of April, 2021 by and between the CITY OF VALLEJO ("City"), a municipal corporation and COMMUNITY HOUSING DEVELOPMENT CORPORATION ("Subrecipient"), a California non-profit public benefit corporation,

W I T N E S S E T H

WHEREAS, the CITY has received Fiscal Year (FY) 2020-21 federal Community Development Block Grant ("CDBG") Program funds as an Entitlement public jurisdiction 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, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

WHEREAS, the City has appropriated funds not to exceed **ONE HUNDRED NINETY-ONE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND NO CENTS ($191,970.00)** in FY 2020-21, for the purpose of accomplishing the scope of services ("Scope of Services") described in Article 1, Section I.

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

ARTICLE 1 - PROJECT

I. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will provide First Time Homebuyer Mortgage Assistance Loans and Closing Cost Grants, as needed, to qualified households. The Subrecipient will be responsible for administering a U.S. Department of Housing and Urban Development (HUD) CDBG Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG Program:

2. Program Delivery

Activity #1 The Subrecipient will provide mortgage assistance loans and if needed, closing cost grants, to first time homebuyers in the City of Vallejo, in accordance with the City of Vallejo Homebuyer Assistance Program Guidelines, set forth as Exhibit H.

3. Income Benefit Goals

It is anticipated that up to **four** unduplicated low- to moderate-income clients will be served over the course of this fifteen-month Agreement. The goal is to serve clients at 0-80 percent of the area median income (AMI).

The 2020 Income and Rent Limits and Presumed Low/Moderate Income Clientele Guidance are set forth as Exhibits A and B, respectively.

B. National Objectives

All activities funded with CDBG 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. The Subrecipient certifies that the activity(ies) carried out under this Agreement will benefit low- and moderate-income persons by providing first time homebuyer mortgage assistance.

C. Goals and Performance Measures

By **Thursday, September 30, 2021**, provide at least **two** loans, as required in the Agreement and as described in Article 1, Section I.A.3, as applicable. Failure to meet the requirements of this paragraph may result in the City reducing the Subrecipient's funding allocation.

D. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, Agreement suspension or termination procedures will be initiated.

II. PROJECT DESCRIPTION

Type of Project:	First Time Homebuyer Assistance
Project Location:	1535-A Fred Jackson Way, Richmond, CA 94801
Service Area:	City of Vallejo
Matrix Code:	13B
Basic Eligibility Citation:	24 CFR 570.201(n), or 42 USC 5305 (a) (24) (B) and Section 105(a) of the HCD Act
Amount Funded:	**$191,970.00**

III. TERM OF AGREEMENT

The term of this Agreement shall commence on **April 1, 2021** and end on **June 30, 2022.** The Subrecipient shall accomplish the Scope of Services of the program incorporated in the Agreement in Article 1, Section I in a timely manner.

IV. PROGRAM REPORTING

The Subrecipient shall submit such reports as required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited, to the following:

A. Quarterly Report Forms, attached to this Agreement as Exhibit C, showing demographic and income information of persons assisted by the Subrecipient through this Agreement

B. As applicable, justification for lack of progress in providing the services specified in Article 1, Section 1 of this Agreement.

C. Closeout reports including a final performance report, and final financial report, upon termination or completion of the award.

V. SPECIAL CONDITIONS

None.

ARTICLE 2 – FINANCIAL MANAGEMENT

I. BUDGET

LINE ITEM/CATEGORY	AMOUNT
Personnel: Salaries	**12,836**
Personnel: Benefits	**3,851**
Operating: Office Supplies	**250**
Operating: Printing/Copying	**500**
Operating: Postage	**1,250**
Operating: Transportation	**1,250**
Lending Capital	**141,633**
Closing Cost Grants	**30,400**
TOTAL	**191,970**

The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Reprogramming of Budgeted Funds

The City may, at the request of the Subrecipient, approve one reasonable reprogramming of the CDBG Program funds specified in the Agreement from any budgeted cost category or categories, provided that there is not an increase in the total amount specified in the Agreement, and that the nature of the activity does not significantly change. Approval by the City of such reprogramming of funds must be in writing and shall be at the sole

discretion of the City's Program Manager. Such request submitted by the Subrecipient shall be received by the City by **Thursday, March 31, 2022.**

II. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$191,970.00.** Payment shall be on a reimbursement basis only. Reimbursement for the payment of eligible expenses shall be made against the line item budgets specified in Article 2, Section I, and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

The City shall reimburse the Subrecipient for eligible and allowable costs and expenses under the CDBG Program regulations, (also referred to as the "Budget") incurred in providing the program as specified in Article 1 Section I. The program, and allowable costs and expenses, shall be agreed to by both parties. The program, allowable costs, and expenses may be amended upon the agreement of both parties. The City shall reimburse the Subrecipient based on actual direct costs incurred in connection with delivery of the CDBG-funded activity primarily to benefit very low- and low-income persons, or persons presumed by HUD to be very low- and low-income, and as described Article 1, Section I, as applicable. Payment will only be authorized for services delivered to residents of the City.

The City will not pay for indirect costs or costs under the Agreement paid for with other grants or funding sources. Regardless of any other provisions herein, the City shall not provide payment to the Subrecipient in excess of the Subrecipient 's actual CDBG Program expenses. Furthermore, the City shall not reimburse the Subrecipient for expenses that exceed the amount allocated to the Subrecipient.

For each cost reimbursement claim or Quarterly Report Form that is incomplete or inaccurate, the Subrecipient's CDBG Program allocation may be reduced by **$500.00**.

If the Subrecipient is in compliance with all terms of the Agreement, under normal circumstances, the City agrees to provide payment to the Subrecipient within fifteen business days of the City's receipt of the request from the Subrecipient.

III. DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein. The Subrecipient shall also:

A. Maintain an effective system of internal fiscal control and accountability for all CDBG Program funds and ensure that CDBG Program funds are used solely for authorized purposes.

B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased, and line item from which the money was expended, as reflected in the Subrecipient's accounting records.

C. Maintain payroll, financial, and expense reimbursement records for a period of five years after receipt of the final payment under this Agreement.

D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City or HUD at any time during normal business hours and as often as necessary.

E. Inform the City concerning any funds allocated to the Subrecipient that the Subrecipient anticipates will not be expended during the term of this Agreement to permit the reassignment of the same by the City to other Subrecipients.

IV. REIMBURSEMENT

The City shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the City. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs. In the event that the City or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the City or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the City within 30 days of written notice of the disallowance.

A. The Subrecipient agrees that funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.

B. The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.

C. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

I. NOTICES

Notices or other correspondence required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by e-mail, facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to City:

Judy Shepard-Hall
Housing and Community Development Program Manager
Housing and Community Development Division
Office of the City Manager
200 Georgia Street
Vallejo, CA 94590
(707) 648-4408 Fax: (707) 648-5249
E-mail: Judy.Shepard-Hall@cityofvallejo.net

If to Subrecipient:

Donald Gilmore
Executive Director
Community Housing Development Corporation
1535 Fred Jackson Way, Suite A
Richmond, CA 94801
(510) 412-9290
E-mail: dgilmore@communityhdc.org

II. COORDINATION OF PROGRAM

City: The City Manager, or his/her designee, the Housing and Community Development Program Manager, shall be the Program Manager for the City, and shall render overall supervision of the progress and performance of the Agreement by the City.

Subrecipient: The Executive Director, or his/her designee, shall be the Program Director for the Subrecipient and shall have overall responsibility for the progress and execution of the Agreement. Should circumstances or conditions subsequent to the execution of the Agreement require a substitute Program Director, the Subrecipient shall notify the City immediately of such occurrence.

III. GENERAL CONDITIONS

A. General Compliance

The 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) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604, and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to Supplement rather than supplant funds otherwise available.

Subrecipients receiving federal CDBG Program funds from the City for First Time Homebuyer Assistance activities are required to comply with the requirements of the written Agreement entered into between the City and the Subrecipient covering the fiscal year for which funding is awarded, as well as regulations implementing the

CDBG Program found at 24 CFR 570. See the Regulations at the e-CFR website, Title 24, Volume 3, Subtitle B, chapter V, Subchapter C, Part 570.

The Subrecipient shall become familiar and comply with and cause all its employees and Subcontractors, if any, to become familiar and comply with all applicable federal, State, and Local laws, ordinances, codes, regulations, and decrees. Failure of the Subrecipient to, in any manner, observe and adhere to laws as described herein or as amended, shall in no way relieve the Subrecipient of its responsibly to adhere to same, and the Subrecipient herein acknowledges this responsibility.

The Subrecipient shall comply with all applicable federal laws, regulations, and requirements, and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR 200 Subpart F;
- 24 CFR 570;
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR 1);
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234), and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Americans with Disabilities Act (ADA) of 1990; and
- The Age Discrimination Act of 1975, as amended.

B. Non-Compliance

With receipt by the City of any information that evidences a failure or deficiency by the Subrecipient to comply with any provision of the Agreement, the City shall have the right to suspend payments, terminate the Agreement, demand repayment of any and all amounts provided to the Subrecipient under the Agreement, or require corrective action to enforce compliance with such provision.

Examples of Agreement non-compliance include:

1. If the Subrecipient (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to the City in connection with its program.

2. If there is pending litigation with respect to the performance by the Subrecipient of any of its duties or obligations under the Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of its program.

3. If the Subrecipient shall have taken any action pertaining to its program which requires City approval without having obtained such approval.

4. If the Subrecipient is in default under the provisions of the Agreement

5. If the Subrecipient makes improper use of grant funds.

6. If the Subrecipient fails to comply with any of the terms or conditions of the Agreement in such a manner as to constitute material breach thereof.

7. If the Subrecipient fails to accomplish the scope of services listed in Article 1, Section I in a timely manner.

Corrective Action

The City may forward to the Subrecipient recommendations to correct unsatisfactory program performance or non-compliance, and a timetable for implementing the recommendations. Following implementation of the corrective actions, the Subrecipient shall forward to the City, within the time specified by the City, any documentary evidence required by the City to verify that the corrective actions have been taken. In the event the Subrecipient does not implement the corrective action recommendations in accordance with the corrective action timetable, the City may suspend payments hereunder, terminate the Agreement, or demand repayment of any or all amounts provided to the Subrecipient under the Agreement.

C. Assignability and Independent Contractor Requirements

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. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

1. The relationship of the Subrecipient to the City is that of an independent contractor. The Subrecipient has full rights to manage its employees subject to the requirements of the law. All persons employed by the Subrecipient in connection with the Agreement shall be employees of the Subrecipient and not employees of the City in any respect.

2. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written approval by the City's Program Manager.

3. No subcontractor of the Subrecipient will be recognized by the City as such. All subcontractors are deemed to be employees of the Subrecipient, and the Subrecipient agrees to be responsible for their performance and any liabilities

attaching to their actions or omissions.

D. Hold Harmless

The Subrecipient shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers, and affiliates and each of them from any and all claims, suits, charges, judgments, demands, causes of actions, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with the Subrecipient's operations, or any subcontractor's operations, to be performed under the Agreement, to the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this Section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in the Agreement.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient agrees to comply with all the insurance requirements set forth in Exhibit D. Failure to maintain required insurance at all times shall constitute a default and material breach. Evidence of insurance must be included as an attachment to this Agreement.

G. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable federal, State, City or municipal standards for licensing, certifications, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

The Subrecipient's current W-9, City of Vallejo Business License, and DUNS Number shall be included as attachments to this Agreement.

H. City Recognition

The Subrecipient shall insure recognition of the role of the City 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, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

The City 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, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, at its discretion, amend this Agreement to conform with federal, State 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 the City and Subrecipient.

Amendments to the terms and conditions of the Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to the Agreement shall be determined and effective only upon the mutual agreement in writing of the parties hereto.

J. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to withhold temporarily all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

K. Suspension or Termination

The City may pursue such remedies as are available to it in accordance with 2 CFR 200.339 and 2 CFR 200.340, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions 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 the 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;

4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect; or

5. Failure to take satisfactory corrective action as directed by the City.

In the event that funding from the federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Subrecipient ineligible for further participation in the CDBG program.

Termination for Cause

Payments under the Agreement may be suspended or terminated at any time before the date of completion by the City if:

1. The Subrecipient fails to comply with the conditions of the Agreement.

2. The Subrecipient refuses to accept any additional conditions that may be imposed by the City as a result of changes required by law or by the federal government.

3. The grant to the City made pursuant to the Housing and Community Development Act of 1974 as amended is suspended or terminated.

4. The Subrecipient fails to take corrective actions required by the City.

Termination for Convenience

The City or Subrecipient may terminate the Agreement in whole or in part when both parties agree that the continuation of the Subrecipient's program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon suspension or termination, the Subrecipient shall:

1. Not incur new obligations and shall cancel as many outstanding obligations as possible.

2. Be paid only for services actually rendered to the City to the date of such suspension or termination; provided, however, if the Agreement is suspended or terminated for fault of the Subrecipient, the City shall be obligated to compensate the Subrecipient only for that portion of Subrecipient's services which are of benefit to the City.

3. Turn over to the City immediately any and all copies of studies, reports, and other data prepared by the Subrecipient or its subcontractors, whether or not completed, in connection with the Agreement; such materials shall become property of the City. The Subrecipient, however, shall not be liable for the City's use of incomplete documents if used for other than the services contemplated the Agreement.

L. Funds to Remain Assets of City, Reversion of Assets, and Related Requirements

All CDBG Program funds provided to the Subrecipient that are used to provide First Time Homebuyer Loans (lending capital) shall remain assets of the City, and shall be secured with a Promissory Note and a recorded Deed of Trust, both showing the City as Beneficiary. The Subrecipient shall record a Request for Notice of Default and Sale, showing the City as Beneficiary. The Subrecipient shall require qualified borrowers to execute appropriate documents, as provided by the City. The Subrecipient shall ensure that a Title Insurance policy or policies are issued in the total amount of any loans provided, naming the City as insured, and effective at the date and time loans are recorded, and the Subrecipient shall ensure that the Title Insurance policy is delivered to the City within 60 calendar days of loan recordations.

The Subrecipient shall transfer to the City any CDBG Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

III. ADMINISTRATIVE REQUIREMENTS

A. Organization of the Subrecipient

1. The Subrecipient shall have available and provide to the City upon request:

   a. a copy of Articles of Incorporation of the Subrecipient under the laws of the State of California;
   b. a copy of current Bylaws of the Subrecipient;
   c. verification and documentation of the Subrecipient's Internal Revenue Service nonprofit status under 26 U. S. C. § 501 (c) (3);
   d. names and home addresses of current Board of Directors of the Subrecipient. Home addresses and other personal information will be maintained in confidence by the City and not released as a public record without prior written prior written approval of the Suberecipient and the Subrecipient's Board member or members;
   e. an organizational chart and staffing profile and roster, including names and home addresses of current employees of the Subrecipient. This information will be maintained in confidence by the City and not released as a public

record without prior written approval of the Subrecipient and the Subrecipient's employee or employees;

f. a copy of the adopted Personnel Policies and Procedures of the Subrecipient; and

g. a copy of the adopted Accounting Policies and Procedures of the Subrecipient.

2. The Subrecipient shall report any changes in the Subrecipient's Articles of Incorporation, Bylaws, tax-exempt status, or Board membership to the City 's Program Manager.

3. The Subrecipient shall open to the public all meetings of the Board of Directors, except meetings, or portions thereof, exempted pursuant to the Ralph M. Brown Act or other appropriate legislation.

4. The Subrecipient shall keep and maintain minutes, approved by the Board of Directors, of all regular and special meetings. The Board of Directors shall meet at least quarterly.

5. The Subrecipient shall adhere to the provisions of Sections 2.72.030 and 2.72.040 of the City's Municipal Code, which is incorporated herein by this reference as Exhibit E.

B. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with:

a. 2 CFR 200 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.
b. Accounting rules SFA 116 and 117 as issued by the Financial Accounting Standards Board in June 1993.
c. Written Accounting Policies and Procedures adopted by the Subrecipient's Board of Directors

2. Cost Principles

The Subrecipient shall administer its program in conformance with CFR Part 200. These principles shall be applied for all costs incurred.

3. Disallowed Costs

The Subrecipient is liable for repayment of disallowed costs. Disallowed costs may be identified by the City through audits, monitoring, or other means. The Subrecipient shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. The Subrecipient shall promptly pay any debts or obligations to the City.

4. Program Income

Loans provided through this activity will generate program income (revenue) as defined at 24 CFR 570.500 and 24 CFR 570.504, and belongs solely to the City.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records including but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly all matters covered by the Agreement and required by the federal regulations specified in 24 CFR 570.506, and 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. Required statistics on client beneficiaries or units of service;
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 200 Subparts D, E, and F; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four years. The retention period begins on the date of the submission of the City's Consolidated Annual Performance and Evaluation Report ("CAPER") 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.

The Subrecipient shall preserve and make available its records at any time during normal business hours, and as often as may be deemed necessary.

Examination of Records and Facilities

The Subrecipient agrees that the City, or any duly authorized representatives, shall have access to and the right to examine its offices and facilities engaged in performance of the Agreement, and audit all its records and data with respect to all matters covered by the Agreement, excepting those falling within the attorney-client privilege, and those falling within the attorney-work product privilege. The City shall provide the Subrecipient with reasonable notice of any examination.

3. Client Data

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

4. Disclosure

The 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 the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by applicable State or federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or legal guardian.

5. Close-outs

The Subrecipient's obligation to the City 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, and determining the custodianship of records.

6. Audits, Inspections, and Monitoring Reviews

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, 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 the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or in disallowance of costs. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2 CFR Part 200.

The City may conduct monitoring reviews. Such reviews may cover program compliance, as well as fiscal matters. The Subrecipient will be notified in advance that a review will be conducted. The Subrecipient will be afforded an opportunity to respond to any monitoring findings. Cost of such reviews will be borne by the City. The City may withhold payment or terminate the Agreement if the Subrecipient fails to respond to or correct finding(s).

D. Citizen Participation

The Subrecipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document, and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

E. Reporting and Payment Procedures

1. Payment Procedures

a. General Requirements

- Payment shall only be authorized for services delivered to residents of the City, in conformance with the objectives described in the Agreement, Article 1, Section I.
- Regardless of any other provisions herein, the City shall not provide payment to the Subrecipient in excess of the Subrecipient's actual CDBG Program expenses.
- Payments will be made for eligible expenses actually incurred by the Subrecipient.
- City will not pay the Subrecipient in excess of the total funding amount provided in the Agreement, nor more than the amount for allowable program costs as outlined in the written Agreement at Article 2, Section II.
- The City will pay to the Subrecipient funds available under this Agreement based upon invoice information and complete supporting documentation submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments.
- The City will not pay for costs under the Agreement paid for with other grants.
- Subrecipient shall adhere to the Uniform Administrative Requirements listed in 2 CFR Part 200 and as modified by 24 CFR 570.502(b).
- Payment shall be on a reimbursement basis only.
- The Subrecipient shall submit to the City the Subrecipient's requests for reimbursement, together with all supporting documentation as required by the City.
- The minimum amount of a reimbursement request shall be **$1,000.00**, (excluding final reimbursement claims to close out the Agreement at the end of the Agreement term).

- Reimbursement requests must be submitted by mail or hand-delivered to the City of Vallejo Housing and Community Development Division. The City will accept an electronic version for FY 2020-21 and FY 2021-22.
- The City is not liable for any Subrecipient expenses incurred before **April 1, 2021** or after **June 30, 2022**.
- For each cost reimbursement claim or Quarterly Report Form that is incomplete or inaccurate, the Subrecipient's CDBG Program allocation may be reduced by **$500.00**.
- The Subrecipient is responsible for the City's receipt of final FY 2020-21 billings by **Thursday, July 8, 2021** after which no further FY 2020-21 billings will be accepted.
- The Subrecipient is responsible for the City's receipt of final FY 2021-22 billings by **Thursday, July 7, 2022** after which no further FY 2021-22 billings will be accepted.

b. Invoice Requirements/Reimbursement Documentation (shown in order of submittal):

i. Request for Reimbursement Cover Sheet
   - Wet-signed or e-signed by two authorized persons at the Subrecipient to submit reimbursement requests.
   - This form, shown as Exhibit F, is available from the City as an Excel-based document. Agencies should print the form onto their letterhead.
   - Obtain the Purchase Order Number ("PO Number") assigned by the City at the start of the fiscal year(s) and include this number on this cover sheet. To obtain the PO Number, contact Chari Barrera with the Vallejo Housing and Community Development Division, at chari.barrera@cityofvallejo.net.

ii. Salary Detail Chart (if submitting for partial salary reimbursement, Exhibit G)
   - List individual positions and employee names, with respective wage level. Include any additional benefits (payroll taxes, etc.) being claimed for the employee.
   - Attach copies of timesheets or timecards showing the Total CDBG Hours worked for Vallejo activity and the Total Hours Worked during the time period. These could be one and the same depending on the employee's job description. In some cases, an agency may have an employee working in several different activities, such as the Vallejo activity, and other non-CDBG funded activities. The time sheet should show the breakdown of the hours worked for the Vallejo CDBG activity so City staff can understand the total CDBG hours worked for which reimbursement is requested.
   - Attach copies of employees' paystubs

iii. Copies of invoices paid by the Subrecipient for direct expenses

iv. Copy of the Subrecipient's general ledger during the invoice period for the CDBG-related expenses being claimed for reimbursement

Annotation of back-up documentation (e.g., referencing, highlighting or circling payment amounts being claimed) is acceptable so that City staff may more easily cross-check the submitted documentation with the Request for Reimbursement Cover Sheet.

2. Progress Reports

The Subrecipient shall submit Quarterly Report Forms, which detail program performance, to the City within fifteen calendar days (or sooner) after the end of each program quarter during the term of the Agreement, and in the form and content as required by the City provided in Exhibit C.

The following are the due dates for the FYs 2020-21 and 2021-22 Quarterly Report Forms:

- Fourth Quarter, FY 2020-21 (April 1-June 30, 2021): Due **Thursday, July 15, 2021**.
- First Quarter, FY 2021-22 (July 1-September 30, 2021): Due **Friday, October 15, 2021.**
- Second Quarter, FY 2021-22: (October 15, 2021-December 31, 2021): Due **Friday, January 14, 2022.**
- Third Quarter (January 1-March 31, 2022): Due **Friday, April 15, 2022.**
- Fourth Quarter (April 1-June 30, 2022): Due **Friday, July 15, 2022.**

Quarterly Report Forms must be received by the City not later than the dates cited above.

IV. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply 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

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable. which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation

in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex or gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

a. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
b. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
c. Subject an individual to segregated or separate treatment in any facility, or in any matter if process-related to receipt of any service or benefit under this Agreement;
d. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
e. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
f. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this Agreement.

If assignment or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

3. Section 504

The 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. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Access to Records

The 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 the City, HUD or its agent, or other authorized federal officials for purposes of investigation to

ascertain compliance with the rules, regulations, and provisions stated herein.

2. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

3. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, 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

The 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. Drug-Free Workplace

The Subrecipient will or will continue to provide a drug-free workplace by:

a. Maintaining a Zero Tolerance Drug Policy;
b. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
c. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
d. Establishing an ongoing drug-free awareness program to inform employees about:
    - The dangers of drug abuse in the workplace;
    - The Subrecipient's policy of maintaining a drug-free workplace;
    - Any available drug counseling, rehabilitation, and employee assistance programs; and
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed Ten Thousand Dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City 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 City.

2. Subcontracts

a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.
b. Monitoring. The 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. The 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. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The 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

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include but are not limited to the following:
a. The 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 the Subrecipient shall participate in the selection, 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 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 the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federally-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 federally-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," in accordance with its instructions; and

c. It will require that the language of paragraph of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all Subrecipients shall certify and disclose accordingly a 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 $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the City 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

The 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.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds, the Subrecipient agrees that, in connection with such services:

a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
b. It will not discriminate against any person applying for such services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
c. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

8. Other Program Requirements

The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that: The Subrecipient does not assume the City's environmental responsibilities described in Section 570.604; and the Subrecipient does not assume the City's responsibility for initiating the review process under Executive Order 12372.

V. ENVIRONMENTAL CONDITIONS

CDBG regulations require the preparation of a project Environmental Review Record (ERR) or environmental clearance before funds are expended or costs incurred. Certain activities are by their nature highly unlikely to have any direct impact on the environment. Accordingly, these activities are not subject to most of the procedural requirements of environmental review. Homebuyer assistance activities, i. e., loans and closing cost grants for first time homebuyers, that will not have a physical impact or result in any physical changes, are exempt per 24 CFR 58.35 (b)(5).

VI. HANDBOOK RECEIPT CERTIFICATION

The Subrecipient certifies that it has received the HUD-published "Paying by the Rules- A Handbook for CDBG Subrecipients on Administrative Systems" in either print or electronic format from the City. The Subrecipient further certifies and agrees that it is the Subrecipient's obligation as a part of this Agreement to read and understand the Handbook.

VII. FEES FROM CLIENTS

The Subrecipient may collect fees from clients who receive CDBG Program loans, Grants, or services, upon the prior approval of the City's Program Manager, and provided that the fees are reasonable and are fully disclosed to the client. All fees collected by the Subrecipient from a client shall be used by the Subrecipient to pay for administrative expenses incurred by the Subrecipient. Any fees collected by the Subrecipient from a client shall be used by the Subrecipient to reduce, by the same amount, the amount requested from the City, as applicable.

VIII. SEVERABILITY

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not be considered nor referred to for resolving questions of interpretation and limit or otherwise affect the terms of this Agreement.

X. WAIVER

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

In no event shall any payment by the City or any acceptance of payment by the Subrecipient hereunder constitute or be construed to be a waiver by the City or Subrecipient of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the City or Subrecipient, and the making of any such payment while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the City or Subrecipient with respect to such breach or default.

XI. SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

XII. INTEGRATED DOCUMENT

The Agreement embodies the contract between the City and Subrecipient and its terms and conditions. No verbal agreements or conversations with any officer, agent or employee of the City prior to execution of the Agreement shall affect or modify any of the terms or obligations contained in any documents comprising the Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the City.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the 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 the City and the Subrecipient with respect to this Agreement.

XIV. NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

XV. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the Superior Court of California, County of Solano, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California

ATTACHMENTS

Attached hereto and made a part of this Agreement are the following Exhibits:

A. 2020 Income and Rent Limits
B. Presumed Low/Moderate Income Clientele Guidance
C. Quarterly Report Form
D. City of Vallejo Insurance Requirements
E. Vallejo Municipal Code Sections 2.72.030 and 2.72.040
F. Request for Reimbursement Cover Sheet Template
G. Salary Detail Chart Template
H. Homebuyer Assistance Program Guidelines

Subrecipient's Attachments:

- Certificate of Insurance
- Current W-9
- Current City of Vallejo Business License
- SAM.gov page showing Subrecipient's DUNS Number

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement in duplicate on the day and year set below each of the parties where indicated.

COMMUNITY HOUSING DEVELOPMENT CORPORATION, a California non-profit public benefit corporation

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

CITY OF VALLEJO,
a municipal corporation

By: _____
Greg Nyhoff, City Manager

Date: _____

ATTEST:

By: _____
Dawn G. Abrahamson, City Clerk

(City Seal)

11701156

_____
City of Vallejo Business License No.

APPROVED AS TO CONTENT:

By: _____
Judy Shepard-Hall, Housing and Community Development Program Manager

APPROVED AS TO FORM:

By: _____
Veronica A. F. Nebb, City Attorney

APPROVED AS TO INSURANCE:

By: _____
Armond Sarkis, Risk Manager

EXHIBIT A

2020 Income and Rent Limits

City of Vallejo Housing and Community Development Program

Federal Programs (CDBG, NSP, and HOME)

Community Development Block Grant Program (CDBG), Neighborhood Stabilization Program (NSP), and HOME Investment Partnerships Program (HOME)

Effective July 1, 2020

Persons in Household	Annual Extremely Low Income (30% AMI)	Annual Very Low Income (50% AMI)	Annual Income at 60% AMI	Annual Low Income (80% AMI)	Annual Moderate Income (120% AMI)
1	$19,450	$32,400	$38,880	$51,800	$80,150
2	$22,200	$37,000	$44,400	$59,200	$91,600
3	$25,000	$41,650	$49,980	$66,600	$103,050
4	$27,750	$46,250	$55,500	$73,950	$114,500
5	$30,000	$49,950	$59,940	$79,900	$123,650
6	$32,200	$53,650	$64,380	$58,500	$132,800
7	$34,450	$57,350	$68,820	$91,700	$142,000
8	$36,650	$61,050	$73,260	$97,650	$151,150

Source: U.S. Department of HUD, Vallejo-Fairfield, CA Metropolitan Statistical Area (MSA); 120% AMI limits are based on State of California Housing and Community Development Department, effective May 6, 2019

2020 HOME Program Rents

Effective July 1, 2020

Size/Type of Unit	Low HOME Rent	High HOME Rent	Fair Market Rents
Studio/Efficiency	$810	$1,033	$1,124
1-Bedroom	$867	$1,108	$1,318
2-Bedroom	$1,041	$1,331	$1,589
3-Bedroom	$1,202	$1,529	$2,292
4-Bedroom	$1,341	$1,686	$2,790
5-Bedroom	$1,480	$1,842	$3,209
6-Bedroom	$1,618	$1,998	$3,627

Source: U.S. Department of HUD, Vallejo-Fairfield, CA MSA.

EXHIBIT B

PRESUMED LOW/MODERATE INCOME CLIENTELE GUIDANCE

Follow the guidelines as shown below when reporting income levels on the Quarterly Report form for Clientele who are presumed by HUD to be "low/moderate income" under the CDBG Program (up to 80% Area Median Income). If an activity is limited to assisting one of more of the presumptive benefit groups, report the number of persons benefitting under the following income categories, unless there is information that supports reporting them under a different income category.

Group	Income Level
Abused children	Extremely low-income, (0 to 30 percent AMI)
Battered spouses	Very low-income, (31 to 50 percent AMI)
Severely disabled adults	Very low-income
Homeless persons	Extremely low-income
Illiterate adults	Very low-income
Persons with AIDS	Very low-income
Migrant farm workers	Very low-income
Elderly	If assistance is to acquire, construct, convert, and/or rehabilitate a senior center or to pay for providing center-based senior services, report the beneficiaries as low-income, (51 to 80 percent AMI). If assistance is for other services (not center-based), report the beneficiaries as very low-income.

If an activity serves a combination of these groups, identify the number in each group and report those numbers under the appropriate income levels.

CITY OF VALLEJO
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
HOUSING ACTIVITY
SUBRECIPIENT QUARTERLY REPORT FORM

FISCAL YEAR 2020-2021

Instructions: Complete all highlighted cells, sign and date, and submit in accordance with schedule contained in written agreement between AGENCY and City of Vallejo. All sections must be completed.

QUARTERLY REPORTING PERIOD	**Q1**	**Q2**	**Q3**	**Q4**
	July 1-Sept 30	October 1-Dec 31	January 1-Mar 31	April 1-June 30
Place "X" in selected quarter.				

CDBG SUBRECIPIENT AGENCY NAME:	
PROGRAM/ACTIVITY NAME:	

DIRECT BENEFIT DATA/CLIENT CHARACTERISTICS

SECTION 1 - Number Unduplicated Persons Served	
Enter Number of Unduplicated Persons to be served during entire fiscal year per Written Agreement with City of Vallejo (see Exhibit A to Written Agreement)	
Enter Number of Unduplicated Persons served during this quarterly reporting period (total should match totals in Sections 2 and 3.	

SECTION 2 - Race/Ethnicity Data for current Quarterly Reporting Period	**Column A**	**Column B**	
Race/Ethnicity - Enter number of unduplicated persons served	**Total of Non-Hispanic/ Latino Origin**	**Total of Hispanic/ Latino Origin**	**Total A + B (auto-calc)**
White			0
Black/African-American			0
Asian			0
American Indian/Alaska Native			0
For persons who identify as being of these two specific races:			
American Indian/Alaska Native and White			0
Asian and White			0
Black/African-American and White			0
American Indian/Alaska Native and Black/African-American			0
For persons who identify as multiple race not listed above:			
Other Multi-Racial			0
Grand Total	**0**	**0**	**0**

SECTION 3 - Income Data for Quarterly Reporting Period	
Enter # of Unduplicated Persons Served	**Total**
Extremely Low Income (<30% AMI)	
Very Low Income (31-50% AMI)	
Low Income (51-80% AMI)	
Non-Low/ Moderate (+80% AMI)	
Grand Total	**0**

SECTION 4 - Presumed Low/Moderate Income Clientele for Quarterly Reporting Period	
Enter Number of Persons served during reporting period who meet definition of "presumed low/moderate income clientele" pursuant to CDBG Program Regulations. See Guidance at HUD Exchange link below - Section 3.2.2.	**Total**
Abused children	
Battered spouses	
Elderly persons (62+)	
Illiterate adults	
Homeless persons	
Severely disabled adults (defined at link below)	
Persons living with AIDS/HIV-related illness	
Migrant farm workers	

https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-3-Nat-Obj.pdf

SECTION 5 - Other Demographic Data for Quarterly Reporting Period	
Enter # of Unduplicated Persons Served	**Total**
Female Head of Household	
Disabled	
Veterans	
Older Adults (Age 62 and over)	
Youth (under age 18)	
Female	
Male	
Other or Declined to State	

SECTION 6 - Accomplishments Narrative
Instructions: Provide narrative on program/activity status and accomplishments during the quarterly reporting period. This narrative is required to be completed. Agency may attach back-up materials or other documents to quarterly report if desired.

Describe any delays in the activity/program implementation or reasons for accelerated progress.

Describe, if any, your community outreach activities for this quarter (i.e. workshops, expos, announcements, flyers, articles, etc.)

Enter preparer's contact information below, print out quarterly report, and sign where indicated.	
PREPARER'S NAME:	
PHONE:	
EMAIL:	
DATE OF REPORT:	
SIGNATURE:	

****

FOR CITY OF VALLEJO OFFICE USE ONLY:

Reviewed by:	
Date:	

Remarks:

EXHIBIT D

City Attorney's Office · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4545

PROFESSIONAL SERVICES

Insurance Requirements*
Make sure your insurance includes:

Coverage	Requirements
☐ Commercial General Liability	$2,000,000 per occurrence $4,000,000 Aggregate
☐ Business Automobile Liability	$1,000,000 per occurrence, including owned, non-owned and hired vehicles
☐ Workers Compensation (Statutory) (☐ *or signed exemption if Sole Proprietorship/no employees*)	$1,000,000
☐ *Professional Liability/ Errors & Omissions (E&O)	$1,000,000; coverage continuing for 3 years after completion of services rendered.
☐ Additional Insured Endorsement (General & Auto)	The City must be named an additional insured **on the standard industry form (known as an ACORD form)** and on an endorsement form using the following language: "The City of Vallejo, its officers, agents and employees are included as additional insured on all policies except Workers' Compensation." Endorsement must state that coverage is primary insurance. Insurance must cover on an occurrence basis, not on a claims-made basis, except E&O insurance which may be on a claims-made basis.
☐ Cancellation or Non-Renewal	Policies must provide that notice of cancellation or non-renewal must be received by the City at least thirty days prior to such event.
☐ Insurers Affording Coverage	Include Insurer's NAIC numbers on ACORD form

**Professional Liability/Errors & Omissions Liability Insurance required for consultants who are licensed professionals.*

EXHIBIT E

Vallejo Municipal Code

2.72.030 - Contract—Nondiscrimination clause required.

Every contract or subcontract awarded by the city for public works, or for goods or services shall contain a clause obligating the contractor or subcontractor to observe the requirements of Section 2.72.040. The clause shall be in substantially the following form:

> "Contractor agrees to observe the provisions of section 4 of this Ordinance No. 36 N.C.(2d) of the City of Vallejo obligating every contractor or subcontractor under a contract or subcontract to the City of Vallejo for public works or for goods or services to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor. Said Section 4 is, by this reference, made a part of this contract."

(Ord. 36 N.C.(2d) § 3, 1971.)

2.72.040 - Contents of contracts.

Every contract or subcontract of the city of Vallejo for public works, or for goods or services shall contain the following provisions:

"In the performance of this contract, contractor agrees as follows:

"(a) That the contractor shall not because of the race, religious creed, color, sex, national origin, or ancestry of any person, refuse to hire or employ him, or to bar or discharge him from employment, or to discriminate against him in compensation, or in the terms, conditions, or privileges of employment and that contractor will take affirmative action to ensure that every applicant for employment and every employee shall receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions, or other privileges of employment without regard to his race, religious creed, color, sex, national origin, or ancestry.

"(b) That the contractor shall post in conspicuous places where they may be seen by every employee or applicant for employment notices, in such form as shall be prescribed by the City Manager setting forth the provisions of Section 4 of this Ordinance.

"(c) That the contractor shall in all solicitations or advertisements for employment applications include in such solicitation or advertisement language which will reasonably convey notice that every qualified applicant will receive consideration for employment without regard to his race, religious creed, color, sex, national origin, or ancestry.

"(d) That the contractor shall give written notice, in such form as shall be prescribed by the City Manager, of the contractor's commitments under this contract to any labor union or employee association with which the contractor has a collective bargaining contract, or other employer-employee labor agreement or understanding."

(Ord. 36 N.C.(2d) 4, 1971.)

EXHIBIT F

CITY OF VALLEJO HOUSING AND COMMUNITY DEVELOPMENT DIVISION
REQUEST FOR REIMBURSEMENT COVER SHEET
FOR FEDERAL CDBG AND HOME PROGRAM GRANTS

AGENCY REQUESTING REIMBURSEMENT:	
DATE OF REQUEST:	
PROJECT/ACTIVITY NAME:	
FISCAL YEAR (e.g. FY 2020-21):	
FUNDING SOURCE (e.g. CDBG or HOME)	

INVOICE NUMBER:	
TIME PERIOD COVERED	
CITY PURCHASE ORDER NUMBER*:	

**Contact Chari Barrera, Vallejo Housing and Community Development Division, at chari.barrera@cityofvallejo.net to obtain PO # if unknown.*

Approved Budget Line Item from Written Agreement with City	Budgeted Amount in Agreement	Amount Previously Claimed	Amount of this Request	Balance
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
Grand Total	**$ -**	**$ -**	**$ -**	**$ -**

1. AUTHORIZED SIGNATURE TO REQUEST REIMBURSEMENT:	
NAME:	
TITLE:	

2. AUTHORIZED SIGNATURE TO REQUEST REIMBURSEMENT:	
NAME:	
TITLE:	

****

FOR CITY OF VALLEJO OFFICE USE ONLY:

HCDD Staff Approval Signature & Date:	
HCDD Director Approval Signature & Date:	
Finance Dept Approval Signature & Date:	

IDIS Activity Number:	

EXHIBIT G

CITY OF VALLEJO HOUSING AND COMMUNITY DEVELOPMENT DIVISION
SALARY DETAIL CHART

AGENCY REQUESTING REIMBURSEMENT:	
DATE OF REQUEST:	
PROJECT/ACTIVITY NAME:	
FISCAL YEAR (e.g. FY 2020-21):	
FUNDING SOURCE (e.g. CDBG or HOME)	

INVOICE NUMBER:	
TIME PERIOD COVERED	

Name of Employee	Title of Employee	Hourly Wage	Total CDBG or HOME Hours Worked	Gross Wages Paid	Total
		$ -		$ -	**$ -**
		$ -		$ -	**$ -**
		$ -		$ -	**$ -**
		$ -		$ -	**$ -**
		$ -		$ -	**$ -**
Grand Total			**0.00**	**$ -**	**$ -**

Housing and Community Development Division · 200 Georgia Street · Vallejo · CA · 94590 · 707.648.4507

City of Vallejo Homebuyer Assistance Program

Homebuyer Assistance Program Guidelines

The City of Vallejo provides gap lending to first time homebuyers for the purchase of properties located within the city limits of Vallejo. A first-time homebuyer is defined as a person who has never owned a home before, or has not owned a home for at least three years.

1. A maximum loan of twenty percent of the sales price (up to $40,000.00) (*) at or below 80 percent of the area median income, *(see the Program Eligibility Guidelines chart below).*
2. Borrower must put a minimum of 1.5 percent of their own funds down, have remaining liquid assets of no more than $25,000.00, and will not own rental property.
3. Borrower's housing to income ratio may be no higher than 41 percent
4. Borrower's debt to income ratio may be no higher than 38 percent.
5. Loans will be amortized or deferred over a 30-year term, typically at three percent annual interest.
6. In addition, a grant of up to three percent of the sales price for non-recurring closing costs is available in tandem with the loan.
7. If the house was built prior to January 1, 1978 a lead-based paint inspection will be required. If the inspection shows that there is lead based paint that has been disturbed, it must be encapsulated and a clearance report must be submitted.
8. Borrowers must complete a Homebuyer Education class certified by the U. S. Department of Housing and Urban Development (HUD).

Mortgage Assistance Program Eligibility Guidelines

Fiscal Year 2020 Income Limits for Solano County:

Number in Household	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Maximum Annual Income	$51,800	$59,200	$66,600	$73,950	$79,900	$85,800	$91,700	$97,650

For more information, please contact (707) 648-4507, or housing@cityofvallejo.net

(*) If needed, a loan exceeding $40,000.00 may be provided on a case by case basis, upon the approval of the Housing and Community Development Program Manager.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1160 Battery Street #360 San Francisco CA 94111	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** CertRequests@ajg.com
INSURED Community Housing Development Corporation of North Richmond 1540 Fred Jackson Way, Richmond CA 94801	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** BCS Insurance Company — 38245 **INSURER C :** Philadelphia Indemnity Insurance Company — 18058 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 460562134 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X EmployeeBenefits GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC X OTHER: GL Ded: $0	Y		PHPK2113089	4/1/2020	4/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2113089	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp Ded: $1,000	$ 1,000,000 $ $ $ $ Coll Ded: $1,000
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			PHUB716062	4/1/2020	4/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A B C	Professional Liability Cyber Crime			PHSD1524279 RPSP50169489M PHPK2113089	4/1/2020 4/9/2020 4/1/2020	4/1/2021 4/9/2021 4/1/2021	Limit: Limit: Limit:	$1,000,000 $1,000,000 See below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime Policy - Limits of Insurance

Employee Dishonesty - $500,000
Money and Security Inside the Premises - $10,000
Money and Security Outside the Premises - $10,000
Money Orders and Counterfeit Paper Currency - $10,000
Kidnap and Ransom – Extortion - $50,000
Forgery or Alteration - $250,000
See Attached...

CERTIFICATE HOLDER

City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Irene Karafais

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher & Co.	Community Housing Development Corporation of North Richmond 1540 Fred Jackson Way, Richmond CA 94801
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Credit or Debit Card Forgery - $50,000
Computer Fraud - $250,000

The City of Vallejo, its officers, officials, employees, agents, or volunteers are included as additional insureds with respect to the Pre and Post Education and Counseling homebuyer program.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

 Copyright, Insurance Services Office, Inc., 1984

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Melissa Hill	
Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	PHONE (A/C, No, Ext): 415-536-8488	FAX (A/C, No): 415-536-5755
	E-MAIL ADDRESS: Melissa_Hill@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Community Housing Development Corporation of North Richmond 1540 Fred Jackson Way, Richmond CA 94801	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 155764381 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2113089	4/1/2020	4/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Employee						MED EXP (Any one person)	$ 15,000
	X Benefits Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: GL Ded: $0							$
A	AUTOMOBILE LIABILITY			PHPK2113089	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp Ded: $1,000	$ Coll Ded: $1,000
A	X UMBRELLA LIAB X OCCUR			PHUB716062	4/1/2020	4/1/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Employee Theft/Dishonesty			PHPK2113089	4/1/2020	4/1/2021	Limit:	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Vallejo, its officers, officials, employees, agents, or volunteers are included as additional insureds with respect to the Pre and Post Education and Counseling homebuyer program.

CERTIFICATE HOLDER

City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MaryJeanne Kallopais

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2020

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
(510) 235-0353 FAX M A Hays Insurance CA License #0094750 232 Broadway Richmond CA 94804	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Community Housing Dev. Corp Of North Richmond XXX 1535A Fred Jackson Way Richmond CA 94801	INSURER A: Travelers Ins.	
	INSURER B: Sequoia Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	QWC1100430	02/19/2020	02/19/2021	X WC STATU-TORY LIMITS X OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A		OTHER Directors and Officers	105618912	5/24/2020	5/24/2021	D&O	$1,000,000
						EPLI	$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF VALLEJO
Housing & Community Development Department
200 GEORGIA STREET
VALLEJO, CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Community Housing Development Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1535 Fred Jackson Way

Requester's name and address (optional)

6 City, state, and ZIP code
Richmond, CA 94801

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
6 8 – 0 2 3 5 7 1 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Tracy Roth Asset Mgr. | **Date** ▶ 10-28-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF VALLEJO

BUSINESS LICENSE

"For Services Provided in the City of Vallejo, California Only"

2020 - 2021

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.

TAX COLLECTOR'S OFFICE, City Hall, 555 Santa Clara St., Vallejo, CA. This certificate is evidence that the person(s), firm, or corporation named hereon has paid the tax required by Chapter 5.04 of the City of Vallejo Municipal Code for the type of business, the business address and for the period indicated hereon. This certificate is issued without verification that the taxpayer is subject to or exempted from licensing by local, state, Federal or other agencies. Issuance of this certificate is not an endorsement, nor a certificate of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the City 's building / Fire / Zoning regulations.

Business Name COMMUNITY HOUSING DEVELOPMENT CORP
Business Location 1535 FRED JACKSON WAY STE A
Business Owner(s) GREG BATY
VANESSA HAWKINS

COMMUNITY HOUSING DEVELOPMENT CORP
1535 FRED JACKSON WAY STE A
RICHMOND, CA 94801-1525

License Number 11701556
Effective Date July 01, 2020
Expiration Date June 30, 2021

THIS BUSINESS LICENSE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Support Center at 707-302-6074.

COMMUNITY HOUSING DEVELOPMENT CORP :

Thank you for your payment on your City of Vallejo Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: vallejo@hdlgov.com or by telephone at: (707) 302-6074.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Vallejo Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Vallejo please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Vallejo

BUSINESS LICENSE

COMMUNITY HOUSING DEVELOPMENT CORP
1535 FRED JACKSON WAY STE A
RICHMOND, CA 94801-1525

License Number: **11701556**
Date of Issue: **07/01/2020**

View assistance for SAM.gov

SAM.GOV®

A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: Due to internal CAGE maintenance, CAGE will be unavailable from Thursday October 29, 2020 @ 2:30 PM - Thursday October 29, 2020 @ 8:00 PM (ET).

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/14/2020 from 8:00 AM to 5:00 PM.

Search Results

Quick Search Results

Total records:1 Save PDF Export Results Print

Result Page: 1 Sort by Relevance Order by Descending

Your search returned the following results...

Entity **Community Housing Development Corporation of North Richmond** Status: **Active**

DUNS: **867643793** CAGE Code: **4CMG6** View Details

Has Active Exclusion?: **No** DoDAAC:

Expiration Date: **02/11/2021** Debt Subject to Offset?: **No**

Purpose of Registration: **Federal Assistance Awards Only**

Result Page: 1 Save PDF Export Results Print

GSA

IBM-P-20201023-1504
WWW4

Search Records Disclaimers FAPIIS.gov
Data Access Accessibility GSA.gov/IAE
Check Status Privacy Policy GSA.gov
About USA.gov
Help

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

ADMINISTRATIVE ITEM B.

DATE: March 4, 2021

TO: Chair and Commissioners
Housing and Community Development Commission

FROM: Judy Shepard-Hall, Housing and Community Development Manager

SUBJECT: **HOME INVESTMENT PARTNERSHIPS FUNDING AGREEMENT BY AND BETWEEN THE CITY OF VALLEJO AND COMMUNITY HOUSING DEVELOPMENT CORPORATION (CHDC) TO PROVIDE FIRST-TIME HOMEBUYER MORTGAGE ASSISTANCE LOANS AND CLOSING COST GRANTS IN AN AMOUNT NOT TO EXCEED $405,000.00**

RECOMMENDATION

Recommend that the City Council authorize the City Manager or his designee to execute a HOME Program Funding Agreement with CHDC to provide a First-Time Homebuyer Assistance Program.

REASONS FOR RECOMMENDATION

Staff recommends that HOME Program funds be allocated to CHDC, a non-profit agency, to provide up to seven mortgage assistance loans and closing cost grants to first-time homebuyers in Vallejo. First-time homebuyers are a priority needs group (number three of four) in the City's Five-Year Consolidated Plan.

BACKGROUND AND DISCUSSION

In December 2019, the City issued a Request for Proposals (RFPs) from qualified organizations to provide a Homebuyer Assistance Program (including lending capital) in the City of Vallejo using federal Community Development Block Grant (CDBG) Program and HOME Program funds. CHDC was the only entity that submitted a response to the RFP. CHDC is an experienced affordable housing provider that has provided housing rehabilitation and first-time homebuyer loan programs, and first-time homebuyer education, to Vallejo residents for the last several years, using the CDBG, HOME, and Neighborhood Stabilization Program (NSP) funds received by the City from the U. S. Department of Housing and Urban Development (HUD). CHDC is a HUD-certified housing counseling agency.

Due to the COVID-19 pandemic, the negotiation of the terms of a HOME Program Funding Agreement (shown at Attachment 1) with CHDC has been significantly delayed since early 2020. The pandemic has caused negative impacts to the operations of the Housing and Community Development Division that resulted in disruption, including reducing the availability of staff during 2020.

Pending approval, staff proposes that the term of the Agreement begin on April 1, 2021 and end on June 30, 2022.

FISCAL IMPACT

The Commission's action would recommend the approval by the City Council of a HOME Program Funding Agreement with CHDC to provide first-time homebuyer assistance in an amount not to exceed $405,000.00. The HOME Program is federally funded and therefore has no direct impact on the General Fund budget.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably forseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1. HOME Program First-Time Homebuyer Assistance Funding Agreement with CHDC

CONTACT

Judy Shepard-Hall, Housing and Community Development Manager, (707) 648-4408,
Judy.Shepard-Hall@cityofvallejo.net

AGREEMENT BY AND BETWEEN THE CITY OF VALLEJO
AND
COMMUNITY HOUSING DEVELOPMENT CORPORATION (CHDC)
FOR
HOME INVESTMENT PARTNERSHIPS PROGRAM
CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 14.239
FUNDING FOR FISCAL YEAR (FY) 2020-21 (IN PART), AND FY 2021-22 (APRIL 1, 2021 THROUGH JUNE 30, 2022)

THIS AGREEMENT, ("Agreement"), entered this 1st day of April, 2021 by and between the CITY OF VALLEJO ("City"), a municipal corporation and COMMUNITY HOUSING DEVELOPMENT CORPORATION ("Subrecipient"), a California non-profit public benefit corporation,

W I T N E S S E T H

WHEREAS, the CITY has received Fiscal Year (FY) 2020-21 federal HOME Investment Partnerships ("HOME") Program funds as a Participating Jurisdiction from the United States Government under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, ("Act"), Public Law 42 U. S. C. 12701 et seq.;

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds;

WHEREAS, the City has appropriated funds not to exceed **FOUR HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS ($405,000.00)** in FY 2020-21, for the purpose of accomplishing the scope of services ("Scope of Services") described in Article 1, Section I.

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

ARTICLE 1 - PROJECT

I. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will provide First Time Homebuyer Mortgage Assistance Loans and Closing Cost Grants, as needed, to qualified households. The Subrecipient will be responsible for administering a U.S. Department of Housing and Urban Development (HUD) HOME Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the HOME Program:

2. Program Delivery

Activity #1 The Subrecipient will provide mortgage assistance loans and if needed, closing cost grants, to first time homebuyers in the City of Vallejo, in accordance with the City of Vallejo Homebuyer Assistance Program Guidelines, set forth as Exhibit H.

3. Income Benefit Goals

It is anticipated that up to **seven** unduplicated low- to moderate-income clients will be served over the course of this fifteen-month Agreement. The goal is to serve clients at 0-80 percent of the area median income (AMI).

The 2020 Income and Rent Limits and Presumed Low/Moderate Income Clientele Guidance is set forth as Exhibit A.

B. Goals and Performance Measures

By **Thursday, December 31, 2021**, provide at least **two** loans, as required in the Agreement and as described in Article 1, Section I.A.3, as applicable. Failure to meet the requirements of this paragraph may result in the City reducing the Subrecipient's funding allocation.

D. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, Agreement suspension or termination procedures will be initiated.

II. PROJECT DESCRIPTION

Type of Project:	First-Time Homebuyer Assistance
Project Location:	1535-A Fred Jackson Way, Richmond, CA 94801
Service Area:	City of Vallejo
Matrix Code:	13B
Basic Eligibility Citation:	24 CFR 92.205
Amount Funded:	**$405,000.00**

III. TERM OF AGREEMENT

The term of this Agreement shall commence on **April 1, 2021** and end on **June 30, 2022.** The Subrecipient shall accomplish the Scope of Services of the program incorporated in the Agreement in Article 1, Section I in a timely manner.

IV. PROGRAM REPORTING

The Subrecipient shall submit such reports as required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited, to the following:

A. Quarterly Report Forms, attached to this Agreement as Exhibit C, showing demographic and income information of persons assisted by the Subrecipient through this Agreement

B. As applicable, justification for lack of progress in providing the services specified in Article 1, Section 1 of this Agreement.

C. Closeout reports including a final performance report, and final financial report, upon termination or completion of the award.

V. SPECIAL CONDITIONS

None.

ARTICLE 2 – FINANCIAL MANAGEMENT

I. BUDGET

LINE ITEM/CATEGORY	AMOUNT
Personnel: Salaries	**27,080**
Personnel: Benefits	**8,125**
Operating: Office Supplies	**527**
Operating: Printing/Copying	**1,055**
Operating: Postage	**2,637**
Operating: Transportation	**2,637**
Lending Capital	**272,939**
Closing Cost Grants	**90,000**
TOTAL	**405,000**

The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

Reprogramming of Budgeted Funds

The City may, at the request of the Subrecipient, approve one reasonable reprogramming of the HOME Program funds specified in the Agreement from any budgeted cost category or categories, provided that there is not an increase in the total amount specified in the Agreement, and that the nature of the activity does not significantly change. Approval by the City of such reprogramming of funds must be in writing and shall be at the sole discretion of the City's Program Manager. Such request submitted by the Subrecipient shall be received by the City by **Thursday, March 31, 2022.**

II. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **$405,000.00.** Payment shall be on a reimbursement basis only. Reimbursement for the payment of eligible expenses shall be made against the line item budgets specified in Article 2, Section I, and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

The City shall reimburse the Subrecipient for eligible and allowable costs and expenses under the HOME Program regulations, (also referred to as the "Budget") incurred in providing the program as specified in Article 1 Section I. The program, and allowable costs and expenses, shall be agreed to by both parties. The program, allowable costs, and expenses may be amended upon the agreement of both parties. The City shall reimburse the Subrecipient based on actual direct costs incurred in connection with delivery of the HOME-funded activity primarily to benefit very low- and low-income persons, or persons presumed by HUD to be very low- and low-income, and as described Article 1, Section I, as applicable. Payment will only be authorized for services delivered to residents of the City.

The City will not pay for indirect costs or costs under the Agreement paid for with other grants or funding sources. Regardless of any other provisions herein, the City shall not provide payment to the Subrecipient in excess of the Subrecipient 's actual HOME Program expenses. Furthermore, the City shall not reimburse the Subrecipient for expenses that exceed the amount allocated to the Subrecipient.

For each cost reimbursement claim or Quarterly Report Form that is incomplete or inaccurate, the Subrecipient's CDBG Program allocation may be reduced by **$500.00**.

If the Subrecipient is in compliance with all terms of the Agreement, under normal circumstances, the City agrees to provide payment to the Subrecipient within fifteen business days of the City's receipt of the request from the Subrecipient.

III. DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein. The Subrecipient shall also:

A. Maintain an effective system of internal fiscal control and accountability for all HOME Program funds and ensure that HOME Program funds are used solely for authorized purposes.

B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased, and line item from which the money was expended, as reflected in the Subrecipient's accounting records.

C. Maintain payroll, financial, and expense reimbursement records for a period of five years after receipt of the final payment under this Agreement.

D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City or HUD at any time during normal business hours and as often as necessary.

E. Inform the City concerning any funds allocated to the Subrecipient that the Subrecipient anticipates will not be expended during the term of this Agreement to permit the reassignment of the same by the City to other Subrecipients.

IV. REIMBURSEMENT

The City shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the City. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs. In the event that the City or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the City or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the City within 30 days of written notice of the disallowance.

A. The Subrecipient agrees that funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.

B. The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.

C. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

I. NOTICES

Notices or other correspondence required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery, or sent by e-mail, facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to City:

Judy Shepard-Hall
Housing and Community Development Program Manager
Housing and Community Development Division
Office of the City Manager
200 Georgia Street
Vallejo, CA 94590
(707) 648-4408 Fax: (707) 648-5249
E-mail: Judy.Shepard-Hall@cityofvallejo.net

If to Subrecipient:

Donald Gilmore
Executive Director
Community Housing Development Corporation
1535 Fred Jackson Way, Suite A
Richmond, CA 94801
(510) 412-9290
E-mail: dgilmore@communityhdc.org

II. COORDINATION OF PROGRAM

City: The City Manager, or his/her designee, the Housing and Community Development Program Manager, shall be the Program Manager for the City, and shall render overall supervision of the progress and performance of the Agreement by the City.

Subrecipient: The Executive Director, or his/her designee, shall be the Program Director for the Subrecipient and shall have overall responsibility for the progress and execution of the Agreement. Should circumstances or conditions subsequent to the execution of the Agreement require a substitute Program Director, the Subrecipient shall notify the City immediately of such occurrence.

III. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 (the U.S. Housing and Urban Development regulations concerning HOME Investment Partnerships Program funds, including Subpart H of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 92.352, and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR 52. The Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement The Subrecipient further agrees to utilize funds available under this Agreement to Supplement rather than supplant funds otherwise available.

Subrecipients receiving federal HOME Program funds from the City for First Time Homebuyer Assistance activities are required to comply with the requirements of the written Agreement entered into between the City and the Subrecipient covering the fiscal year for which funding is awarded, as well as regulations implementing the HOME Program found at 24 CFR 92. See the Regulations at the e-CFR website.

The Subrecipient shall become familiar and comply with and cause all its employees and subcontractors, if any, to become familiar and comply with all applicable federal, State, and local laws, ordinances, codes, regulations, and decrees. Failure of the Subrecipient to, in any manner, observe and adhere to laws as described herein or as amended, shall in no way relieve the Subrecipient of its responsibly to adhere to same, and the Subrecipient herein acknowledges this responsibility.

The Subrecipient shall comply with all applicable federal laws, regulations, and requirements, and all provisions of this Agreement, which include compliance with the provisions of the Act and all rules, regulations, guidelines, and circulars promulgated by the various federal departments, agencies, administrations, and commissions relating to the HOME Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR 200 Subpart F;
- 24 CFR 92;
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR 1);

- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234), and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR 107);
- Affirmative marketing and minority outreach program regulations established in 24 CFR 92.351;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Americans with Disabilities Act (ADA) of 1990; and
- The Age Discrimination Act of 1975, as amended.

B. Non-Compliance

With receipt by the City of any information that evidences a failure or deficiency by the Subrecipient to comply with any provision of the Agreement, the City shall have the right to suspend payments, terminate the Agreement, demand repayment of any and all amounts provided to the Subrecipient under the Agreement, or require corrective action to enforce compliance with such provision.

Examples of Agreement non-compliance include:

1. If the Subrecipient (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to the City in connection with its program.

2. If there is pending litigation with respect to the performance by the Subrecipient of any of its duties or obligations under the Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of its program.

3. If the Subrecipient shall have taken any action pertaining to its program which requires City approval without having obtained such approval.

4. If the Subrecipient is in default under the provisions of the Agreement

5. If the Subrecipient makes improper use of grant funds.

6. If the Subrecipient fails to comply with any of the terms or conditions of the Agreement in such a manner as to constitute material breach thereof.

7. If the Subrecipient fails to accomplish the scope of services listed in Article 1, Section I in a timely manner.

Corrective Action

The City may forward to the Subrecipient recommendations to correct unsatisfactory program performance or non-compliance, and a timetable for implementing the recommendations. Following implementation of the corrective actions, the Subrecipient shall forward to the City, within the time specified by the City, any

documentary evidence required by the City to verify that the corrective actions have been taken. In the event the Subrecipient does not implement the corrective action recommendations in accordance with the corrective action timetable, the City may suspend payments hereunder, terminate the Agreement, or demand repayment of any or all amounts provided to the Subrecipient under the Agreement.

C. Assignability and Independent Contractor Requirements

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. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

1. The relationship of the Subrecipient to the City is that of an independent contractor. The Subrecipient has full rights to manage its employees subject to the requirements of the law. All persons employed by the Subrecipient in connection with the Agreement shall be employees of the Subrecipient and not employees of the City in any respect.

2. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written approval by the City's Program Manager.

3. No subcontractor of the Subrecipient will be recognized by the City as such. All subcontractors are deemed to be employees of the Subrecipient, and the Subrecipient agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

D. Hold Harmless

The Subrecipient shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers, and affiliates and each of them from any and all claims, suits, charges, judgments, demands, causes of actions, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with the Subrecipient's operations, or any subcontractor's operations, to be performed under the Agreement, to the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this Section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in the Agreement.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient agrees to comply with all the insurance requirements set forth in Exhibit D. Failure to maintain required insurance at all times shall constitute a default and material breach. Evidence of insurance must be included as an attachment to this Agreement.

G. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable federal, State, City or municipal standards for licensing, certifications, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

The Subrecipient's current W-9, City of Vallejo Business License, and DUNS Number shall be included as attachments to this Agreement.

H. City Recognition

The Subrecipient shall insure recognition of the role of the City 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, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

The City 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, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.
The City may, at its discretion, amend this Agreement to conform with federal, State 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 the City and Subrecipient.

Amendments to the terms and conditions of the Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to the Agreement shall be determined and effective only upon the mutual agreement in writing of the parties hereto.

J. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to withhold temporarily all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

K. Suspension or Termination

The City may pursue such remedies as are available to it in accordance with 2 CFR 200.339 and 2 CFR 200.340, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions 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 the 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;

4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect; or

5. Failure to take satisfactory corrective action as directed by the City.

In the event that funding from the federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Subrecipient ineligible for further participation in the HOME program.

Termination for Cause

Payments under the Agreement may be suspended or terminated at any time before the date of completion by the City if:

1. The Subrecipient fails to comply with the conditions of the Agreement.

2. The Subrecipient refuses to accept any additional conditions that may be imposed by the City as a result of changes required by law or by the federal government.

3. The grant to the City made pursuant to the Act as amended is suspended or terminated.

4. The Subrecipient fails to take corrective actions required by the City.

Termination for Convenience

The City or Subrecipient may terminate the Agreement in whole or in part when both parties agree that the continuation of the Subrecipient's program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon suspension or termination, the Subrecipient shall:

1. Not incur new obligations and shall cancel as many outstanding obligations as possible.

2. Be paid only for services actually rendered to the City to the date of such suspension or termination; provided, however, if the Agreement is suspended or terminated for fault of the Subrecipient, the City shall be obligated to compensate the Subrecipient only for that portion of Subrecipient's services which are of benefit to the City.

3. Turn over to the City immediately any and all copies of studies, reports, and other data prepared by the Subrecipient or its subcontractors, whether or not completed, in connection with the Agreement; such materials shall become property of the City. The Subrecipient, however, shall not be liable for the City's use of incomplete documents if used for other than the services contemplated the Agreement.

L. Funds to Remain Assets of City, Reversion of Assets, and Related Requirements

All HOME Program funds provided to the Subrecipient that are used to provide First Time Homebuyer Loans (lending capital) shall remain assets of the City, and shall be secured with a Promissory Note and a recorded Deed of Trust, both showing the City as Beneficiary. The Subrecipient shall record a Request for Notice of Default and Sale, showing the City as Beneficiary. The Subrecipient shall require qualified borrowers to execute appropriate documents, as provided by the City. The Subrecipient shall ensure that a Title Insurance policy or policies are issued in the total amount of any loans provided, naming the City as insured, and effective at the date and time loans are recorded, and the Subrecipient shall ensure that the Title Insurance policy is delivered to the City within 60 calendar days of loan recordations.

The Subrecipient shall transfer to the City any HOME Program funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

K. Subrecipient Compliance with HOME Program Affordability and Recapture Requirements

1. The Subrecipient shall ensure that all HOME Program-funded homebuyer assistance meets an affordability requirement for not less than a fifteen year period, beginning after project completion.

2. To ensure affordability of HOME Program-assisted housing units, a Regulatory Agreement shall be recorded against each HOME Program-assisted housing unit that imposes either resale or recapture provisions that, at a minimum, are consistent with this Agreement and the HOME Program regulations set forth at 24 CFR 92.254(a)(5). The City and Subrecipient agree to utilize **recapture only,**

Recapture provisions included in the Regulatory Agreement shall ensure that the City recoups the full amount of the HOME Program loan assistance to the homebuyer, if the housing does not continue to be the principal residence of the family for the full period of affordability provided, however, that in the event that the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds, or the net proceeds are insufficient to repay the HOME Program investment due, the City can only recapture the net proceeds, if any. The net proceeds are equal to the sales price, minus superior loan payments (other than HOME Program funds), and any closing costs.

III. ADMINISTRATIVE REQUIREMENTS

A. Organization of the Subrecipient

1. The Subrecipient shall have available and provide to the City upon request:

a. a copy of Articles of Incorporation of the Subrecipient under the laws of the State of California;
b. a copy of current Bylaws of the Subrecipient;
c. verification and documentation of the Subrecipient's Internal Revenue Service nonprofit status under 26 U. S. C. § 501 (c) (3);
d. names and home addresses of current Board of Directors of the Subrecipient. Home addresses and other personal information will be maintained in confidence by the City and not released as a public record without prior written prior written approval of the Suberecipient and the Subrecipient's Board member or members;
e. an organizational chart and staffing profile and roster, including names and home addresses of current employees of the Subrecipient. This information will be maintained in confidence by the City and not released as a public record without prior written approval of the Subrecipient and the Subrecipient's employee or employees;
f. a copy of the adopted Personnel Policies and Procedures of the Subrecipient; and

g. a copy of the adopted Accounting Policies and Procedures of the Subrecipient.

2. The Subrecipient shall report any changes in the Subrecipient's Articles of Incorporation, Bylaws, tax-exempt status, or Board membership to the City 's Program Manager.

3. The Subrecipient shall open to the public all meetings of the Board of Directors, except meetings, or portions thereof, exempted pursuant to the Ralph M. Brown Act or other appropriate legislation.

4. The Subrecipient shall keep and maintain minutes, approved by the Board of Directors, of all regular and special meetings. The Board of Directors shall meet at least quarterly.

5. The Subrecipient shall adhere to the provisions of Sections 2.72.030 and 2.72.040 of the City's Municipal Code, which is incorporated herein by this reference as Exhibit E.

B. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with:

a. 2 CFR 200 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.
b. Accounting rules SFA 116 and 117 as issued by the Financial Accounting Standards Board in June 1993.
c. Written Accounting Policies and Procedures adopted by the Subrecipient's Board of Directors

2. Cost Principles

The Subrecipient shall administer its program in conformance with CFR Part 200. These principles shall be applied for all costs incurred.

3. Disallowed Costs

The Subrecipient is liable for repayment of disallowed costs. Disallowed costs may be identified by the City through audits, monitoring, or other means. The Subrecipient shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. The Subrecipient shall promptly pay any debts or obligations to the City.

4. Program Income

Loans provided through this activity will generate program income (revenue) as defined at 24 CFR 92.2 and 24 CFR 92.503, and belongs solely to the City.

C. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records including but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly all matters covered by the Agreement and required by the federal regulations specified in 24 CFR 92.508, and 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. Required statistics on client beneficiaries or units of service;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
f. Financial records as required by 24 CFR 92.508 and 2 CFR 200 Subparts D, E, and F; and
g. Other records necessary to document compliance with Subpart H of 24 CFR Part 92.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four years. The retention period begins on the date of the submission of the City's Consolidated Annual Performance and Evaluation Report ("CAPER") 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.

The Subrecipient shall preserve and make available its records at any time during normal business hours, and as often as may be deemed necessary.

Examination of Records and Facilities

The Subrecipient agrees that the City, or any duly authorized representatives, shall have access to and the right to examine its offices and facilities engaged in performance of the Agreement, and audit all its records

and data with respect to all matters covered by the Agreement, excepting those falling within the attorney-client privilege, and those falling within the attorney-work product privilege. The City shall provide the Subrecipient with reasonable notice of any examination.

3. Client Data

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

4. Disclosure

The 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 the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by applicable State or federal law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or legal guardian.

5. Close-outs

The Subrecipient's obligation to the City 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, and determining the custodianship of records.

6. Audits, Inspections, and Monitoring Reviews

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, 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 the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or in disallowance of costs. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2 CFR Part 200.

The City may conduct monitoring reviews. Such reviews may cover program compliance, as well as fiscal matters. The Subrecipient will be notified in advance that a review will be conducted. The Subrecipient will be afforded an opportunity to respond to any monitoring findings. Cost of such reviews

will be borne by the City. The City may withhold payment or terminate the Agreement if the Subrecipient fails to respond to or correct finding(s).

D. Citizen Participation

The Subrecipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document, and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

E. Reporting and Payment Procedures

1. Payment Procedures

a. General Requirements

- Payment shall only be authorized for services delivered to residents of the City, in conformance with the objectives described in the Agreement, Article 1, Section I.
- Regardless of any other provisions herein, the City shall not provide payment to the Subrecipient in excess of the Subrecipient's actual HOME Program expenses.
- Payments will be made for eligible expenses actually incurred by the Subrecipient.
- City will not pay the Subrecipient in excess of the total funding amount provided in the Agreement, nor more than the amount for allowable program costs as outlined in the written Agreement at Article 2, Section II.
- The City will pay to the Subrecipient funds available under this Agreement based upon invoice information and complete supporting documentation submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments.
- The City will not pay for costs under the Agreement paid for with other grants.
- Subrecipient shall adhere to the Uniform Administrative Requirements listed in 2 CFR Part 200 and as modified by 24 CFR 92.505.
- Payment shall be on a reimbursement basis only.
- The Subrecipient shall submit to the City the Subrecipient's requests for reimbursement, together with all supporting documentation as required by the City.
- The minimum amount of a reimbursement request shall be **$1,000.00**, (excluding final reimbursement claims to close out the Agreement at the end of the Agreement term).
- Reimbursement requests must be submitted by mail or hand-delivered to the City of Vallejo Housing and Community Development Division. The City will accept an electronic version for FY 2020-21 and FY 2021-22.
- The City is not liable for any Subrecipient expenses incurred before **April 1, 2021** or after **June 30, 2022**.

- For each cost reimbursement claim or Quarterly Report Form that is incomplete or inaccurate, the Subrecipient's HOME Program allocation may be reduced by **$500.00**.
- The Subrecipient is responsible for the City's receipt of final FY 2020-21 billings by **Thursday, July 8, 2021** after which no further FY 2020-21 billings will be accepted.
- The Subrecipient is responsible for the City's receipt of final FY 2021-22 billings by **Thursday, July 7, 2022** after which no further FY 2021-22 billings will be accepted.

b. Invoice Requirements/Reimbursement Documentation (shown in order of submittal):

i. Request for Reimbursement Cover Sheet
   - Wet-signed or e-signed by two authorized persons at the Subrecipient to submit reimbursement requests.
   - This form, shown as Exhibit F, is available from the City as an Excel-based document. Agencies should print the form onto their letterhead.
   - Obtain the Purchase Order Number ("PO Number") assigned by the City at the start of the fiscal year(s) and include this number on this cover sheet. To obtain the PO Number, contact Chari Barrera with the Vallejo Housing and Community Development Division, at chari.barrera@cityofvallejo.net.

ii. Salary Detail Chart (if submitting for partial salary reimbursement, Exhibit G)
   - List individual positions and employee names, with respective wage level. Include any additional benefits (payroll taxes, etc.) being claimed for the employee.
   - Attach copies of timesheets or timecards showing the Total HOME Hours worked for Vallejo activity and the Total Hours Worked during the time period. These could be one and the same depending on the employee's job description. In some cases, an agency may have an employee working in several different activities, such as the Vallejo activity, and other non-HOME funded activities. The time sheet should show the breakdown of the hours worked for the Vallejo HOME activity so City staff can understand the total HOME hours worked for which reimbursement is requested.
   - Attach copies of employees' paystubs

iii. Copies of invoices paid by the Subrecipient for direct expenses

iv. Copy of the Subrecipient's general ledger during the invoice period for the HOME-related expenses being claimed for reimbursement

Annotation of back-up documentation (e.g., referencing, highlighting or circling payment amounts being claimed) is acceptable so that City staff may more easily cross-check the submitted documentation with the Request for Reimbursement Cover Sheet.

2. Progress Reports

The Subrecipient shall submit Quarterly Report Forms, which detail program performance, to the City within fifteen calendar days (or sooner) after the end of each program quarter during the term of the Agreement, and in the form and content as required by the City provided in Exhibit C.

The following are the due dates for the FYs 2020-21 and 2021-22 Quarterly Report Forms:

- Fourth Quarter, FY 2020-21 (April 1-June 30, 2021): Due **Thursday, July 15, 2021**.
- First Quarter, FY 2021-22 (July 1-September 30, 2021): Due **Friday, October 15, 2021.**
- Second Quarter, FY 2021-22: (October 15, 2021-December 31, 2021): Due **Friday, January 14, 2022.**
- Third Quarter (January 1-March 31, 2022): Due **Friday, April 15, 2022.**
- Fourth Quarter (April 1-June 30, 2022): Due **Friday, July 15, 2022.**

Quarterly Report Forms must be received by the City not later than the dates cited above.

IV. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 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

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in Executive Order 13279. No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex or gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

a. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;

b. Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
c. Subject an individual to segregated or separate treatment in any facility, or in any matter if process-related to receipt of any service or benefit under this Agreement;
d. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
e. Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
f. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this Agreement.

If assignment or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

3. Section 504

The 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. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Access to Records

The 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 the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

2. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

3. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, 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

The 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. Drug-Free Workplace

The Subrecipient will or will continue to provide a drug-free workplace by:

a. Maintaining a Zero Tolerance Drug Policy;
b. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
c. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
d. Establishing an ongoing drug-free awareness program to inform employees about:
    - The dangers of drug abuse in the workplace;
    - The Subrecipient's policy of maintaining a drug-free workplace;
    - Any available drug counseling, rehabilitation, and employee assistance programs; and
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed Ten Thousand Dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City 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 City.

2. Subcontracts

a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract.
b. Monitoring. The 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. The 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. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The 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

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 92.356, which include but are not limited to the following:
a. The 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 the Subrecipient shall participate in the selection, 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 HOME-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 HOME-assisted activity, or with respect to the proceeds from the HOME-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 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 the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federally-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 federally-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,” in accordance with its instructions; and

c. It will require that the language of paragraph of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all Subrecipients shall certify and disclose accordingly a 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 $10,000.00 and not more than $100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the City 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

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing HOME funds, the Subrecipient agrees that, in connection with such services:

a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
b. It will not discriminate against any person applying for such services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
c. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

8. Other Program Requirements

The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 92 Subpart H, regardless if the law is specifically stated in this Agreement, except that: The Subrecipient does not assume the City's environmental responsibilities described in Section 92.352; and the Subrecipient does not assume the City's responsibility for initiating the review process under Executive Order 12372.

V. ENVIRONMENTAL CONDITIONS

CDBG regulations require the preparation of a project Environmental Review Record (ERR) or environmental clearance before funds are expended or costs incurred. Certain activities are by their nature highly unlikely to have any direct impact on the environment. Accordingly, these activities are not subject to most of the procedural requirements of environmental review. Homebuyer assistance activities, i. e., loans and closing cost grants for first time homebuyers, that will not have a physical impact or result in any physical changes, are exempt per 24 CFR 58.35 (b)(5).

VI. FEES FROM CLIENTS

The Subrecipient may collect fees from clients who receive HOME Program loans, grants, or services, upon the prior approval of the City's Program Manager, and provided that the fees are reasonable and are fully disclosed to the client. All fees collected by the Subrecipient from a client shall be used by the Subrecipient to pay for administrative expenses incurred by the Subrecipient. Any fees collected by the Subrecipient from a client shall be used by the Subrecipient to reduce, by the same amount, the amount requested from the City, as applicable.

VII. SEVERABILITY

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

VIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not be considered nor referred to for resolving questions of interpretation and limit or otherwise affect the terms of this Agreement.

IX. WAIVER

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

In no event shall any payment by the City or any acceptance of payment by the Subrecipient hereunder constitute or be construed to be a waiver by the City or Subrecipient of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of the City or Subrecipient, and the making of any such payment while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the City or Subrecipient with respect to such breach or default.

X. SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

XI. INTEGRATED DOCUMENT

The Agreement embodies the contract between the City and Subrecipient and its terms and conditions. No verbal agreements or conversations with any officer, agent or employee of the City prior to execution of the Agreement shall affect or modify any of the terms or obligations contained in any documents comprising the Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the City.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the 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 the City and the Subrecipient with respect to this Agreement.

XIII. NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

XIV. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the Superior Court of

California, County of Solano, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California

ATTACHMENTS

Attached hereto and made a part of this Agreement are the following Exhibits:

A. 2020 Income and Rent Limits
B. [Intentionally Omitted]
C. Quarterly Report Form
D. City of Vallejo Insurance Requirements
E. Vallejo Municipal Code Sections 2.72.030 and 2.72.040
F. Request for Reimbursement Cover Sheet Template
G. Salary Detail Chart Template
H. Homebuyer Assistance Program Guidelines

Subrecipient's Attachments:

- Certificate of Insurance
- Current W-9
- Current City of Vallejo Business License
- SAM.gov page showing Subrecipient's DUNS Number

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement in duplicate on the day and year set below each of the parties where indicated.

COMMUNITY HOUSING DEVELOPMENT CORPORATION, a California non-profit public benefit corporation

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

CITY OF VALLEJO,
a municipal corporation

By: _____
Greg Nyhoff, City Manager

Date: _____

ATTEST:

By: _____
Dawn G. Abrahamson, City Clerk

(City Seal)

11701156

_____
City of Vallejo Business License No.

APPROVED AS TO CONTENT:

By: _____
Judy Shepard-Hall, Housing and Community Development Program Manager

APPROVED AS TO FORM:

By: _____
Veronica A. F. Nebb, City Attorney

APPROVED AS TO INSURANCE:

By: _____
Armond Sarkis, Risk Manager

EXHIBIT A

2020 Income and Rent Limits

City of Vallejo Housing and Community Development Program

Federal Programs (CDBG, NSP, and HOME)

Community Development Block Grant Program (CDBG), Neighborhood Stabilization Program (NSP), and HOME Investment Partnerships Program (HOME)

Effective July 1, 2020

Persons in Household	Annual Extremely Low Income (30% AMI)	Annual Very Low Income (50% AMI)	Annual Income at 60% AMI	Annual Low Income (80% AMI)	Annual Moderate Income (120% AMI)
1	$19,450	$32,400	$38,880	$51,800	$80,150
2	$22,200	$37,000	$44,400	$59,200	$91,600
3	$25,000	$41,650	$49,980	$66,600	$103,050
4	$27,750	$46,250	$55,500	$73,950	$114,500
5	$30,000	$49,950	$59,940	$79,900	$123,650
6	$32,200	$53,650	$64,380	$58,500	$132,800
7	$34,450	$57,350	$68,820	$91,700	$142,000
8	$36,650	$61,050	$73,260	$97,650	$151,150

Source: U.S. Department of HUD, Vallejo-Fairfield, CA Metropolitan Statistical Area (MSA); 120% AMI limits are based on State of California Housing and Community Development Department, effective May 6, 2019

2020 HOME Program Rents

Effective July 1, 2020

Size/Type of Unit	Low HOME Rent	High HOME Rent	Fair Market Rents
Studio/Efficiency	$810	$1,033	$1,124
1-Bedroom	$867	$1,108	$1,318
2-Bedroom	$1,041	$1,331	$1,589
3-Bedroom	$1,202	$1,529	$2,292
4-Bedroom	$1,341	$1,686	$2,790
5-Bedroom	$1,480	$1,842	$3,209
6-Bedroom	$1,618	$1,998	$3,627

Source: U.S. Department of HUD, Vallejo-Fairfield, CA MSA.

CITY OF VALLEJO
HOME INVESTMENT PARTNERSHIPS PROGRAM
HOUSING ACTIVITY
SUBRECIPIENT QUARTERLY REPORT FORM

FISCAL YEAR 2020-2021

Instructions: Complete all highlighted cells, sign and date, and submit in accordance with schedule contained in written agreement between AGENCY and City of Vallejo. All sections must be completed.

QUARTERLY REPORTING PERIOD	**Q1**	**Q2**	**Q3**	**Q4**
	July 1-Sept 30	October 1-Dec 31	January 1-Mar 31	April 1-June 30
Place "X" in selected quarter.				

HOME SUBRECIPIENT AGENCY NAME:	
PROGRAM/ACTIVITY NAME:	

DIRECT BENEFIT DATA/CLIENT CHARACTERISTICS

SECTION 1 - Number Unduplicated Persons Served	
Enter Number of Unduplicated Persons to be served during entire fiscal year per Written Agreement with City of Vallejo (see Exhibit A to Written Agreement)	
Enter Number of Unduplicated Persons served during this quarterly reporting period (total should match totals in Sections 2 and 3.	

SECTION 2 - Race/Ethnicity Data for current Quarterly Reporting Period	**Column A**	**Column B**	
Race/Ethnicity - Enter number of unduplicated persons served	**Total of Non-Hispanic/ Latino Origin**	**Total of Hispanic/ Latino Origin**	**Total A + B (auto-calc)**
White			0
Black/African-American			0
Asian			0
American Indian/Alaska Native			0
For persons who identify as being of these two specific races:			
American Indian/Alaska Native and White			0
Asian and White			0
Black/African-American and White			0
American Indian/Alaska Native and Black/African-American			0
For persons who identify as multiple race not listed above:			
Other Multi-Racial			0
Grand Total	**0**	**0**	**0**

SECTION 3 - Income Data for Quarterly Reporting Period	
Enter # of Unduplicated Persons Served	**Total**
Extremely Low Income (<30% AMI)	
Very Low Income (31-50% AMI)	
Low Income (51-80% AMI)	
Non-Low/ Moderate (+80% AMI)	
Grand Total	**0**

SECTION 4 - Presumed Low/Moderate Income Clientele for Quarterly Reporting Period	
Enter Number of Persons served during reporting period who meet definition of "presumed low/moderate income clientele" pursuant to CDBG Program Regulations. See Guidance at HUD Exchange link below - Section 3.2.2.	**Total**
Abused children	N/A
Battered spouses	N/A
Elderly persons (62+)	N/A
Illiterate adults	N/A
Homeless persons	N/A
Severely disabled adults (defined at link below)	N/A
Persons living with AIDS/HIV-related illness	N/A
Migrant farm workers	N/A

https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-3-Nat-Obj.pdf

SECTION 5 - Other Demographic Data for Quarterly Reporting Period	
Enter # of Unduplicated Persons Served	**Total**
Female Head of Household	
Disabled	
Veterans	
Older Adults (Age 62 and over)	
Youth (under age 18)	
Female	
Male	
Other or Declined to State	

SECTION 6 - Accomplishments Narrative
Instructions: Provide narrative on program/activity status and accomplishments during the quarterly reporting period. This narrative is required to be completed. Agency may attach back-up materials or other documents to quarterly report if desired.

Describe any delays in the activity/program implementation or reasons for accelerated progress.

Describe, if any, your community outreach activities for this quarter (i.e. workshops, expos, announcements, flyers, articles, etc.)

Enter preparer's contact information below, print out quarterly report, and sign where indicated.	
PREPARER'S NAME:	
PHONE:	
EMAIL:	
DATE OF REPORT:	
SIGNATURE:	

****

FOR CITY OF VALLEJO OFFICE USE ONLY:

Reviewed by:	
Date:	

Remarks:

EXHIBIT D

City Attorney's Office · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4545

PROFESSIONAL SERVICES

Insurance Requirements*
Make sure your insurance includes:

Coverage	Requirements
☐ Commercial General Liability	$2,000,000 per occurrence $4,000,000 Aggregate
☐ Business Automobile Liability	$1,000,000 per occurrence, including owned, non-owned and hired vehicles
☐ Workers Compensation (Statutory) (☐ *or signed exemption if Sole Proprietorship/no employees*)	$1,000,000
☐ *Professional Liability/ Errors & Omissions (E&O)	$1,000,000; coverage continuing for 3 years after completion of services rendered.
☐ Additional Insured Endorsement (General & Auto)	The City must be named an additional insured **on the standard industry form (known as an ACORD form)** and on an endorsement form using the following language: "The City of Vallejo, its officers, agents and employees are included as additional insured on all policies except Workers' Compensation." Endorsement must state that coverage is primary insurance. Insurance must cover on an occurrence basis, not on a claims-made basis, except E&O insurance which may be on a claims-made basis.
☐ Cancellation or Non-Renewal	Policies must provide that notice of cancellation or non-renewal must be received by the City at least thirty days prior to such event.
☐ Insurers Affording Coverage	Include Insurer's NAIC numbers on ACORD form

**Professional Liability/Errors & Omissions Liability Insurance required for consultants who are licensed professionals.*

EXHIBIT E

Vallejo Municipal Code

2.72.030 - Contract—Nondiscrimination clause required.

Every contract or subcontract awarded by the city for public works, or for goods or services shall contain a clause obligating the contractor or subcontractor to observe the requirements of Section 2.72.040. The clause shall be in substantially the following form:

> "Contractor agrees to observe the provisions of section 4 of this Ordinance No. 36 N.C.(2d) of the City of Vallejo obligating every contractor or subcontractor under a contract or subcontract to the City of Vallejo for public works or for goods or services to refrain from discriminatory employment practices on the basis of race, religious creed, color, sex, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor. Said Section 4 is, by this reference, made a part of this contract."

(Ord. 36 N.C.(2d) § 3, 1971.)

2.72.040 - Contents of contracts.

Every contract or subcontract of the city of Vallejo for public works, or for goods or services shall contain the following provisions:

"In the performance of this contract, contractor agrees as follows:

"(a) That the contractor shall not because of the race, religious creed, color, sex, national origin, or ancestry of any person, refuse to hire or employ him, or to bar or discharge him from employment, or to discriminate against him in compensation, or in the terms, conditions, or privileges of employment and that contractor will take affirmative action to ensure that every applicant for employment and every employee shall receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions, or other privileges of employment without regard to his race, religious creed, color, sex, national origin, or ancestry.

"(b) That the contractor shall post in conspicuous places where they may be seen by every employee or applicant for employment notices, in such form as shall be prescribed by the City Manager setting forth the provisions of Section 4 of this Ordinance.

"(c) That the contractor shall in all solicitations or advertisements for employment applications include in such solicitation or advertisement language which will reasonably convey notice that every qualified applicant will receive consideration for employment without regard to his race, religious creed, color, sex, national origin, or ancestry.

"(d) That the contractor shall give written notice, in such form as shall be prescribed by the City Manager, of the contractor's commitments under this contract to any labor union or employee association with which the contractor has a collective bargaining contract, or other employer-employee labor agreement or understanding."

(Ord. 36 N.C.(2d) 4, 1971.)

EXHIBIT F

CITY OF VALLEJO HOUSING AND COMMUNITY DEVELOPMENT DIVISION
REQUEST FOR REIMBURSEMENT COVER SHEET
FOR FEDERAL CDBG AND HOME PROGRAM GRANTS

AGENCY REQUESTING REIMBURSEMENT:	
DATE OF REQUEST:	
PROJECT/ACTIVITY NAME:	
FISCAL YEAR (e.g. FY 2020-21):	
FUNDING SOURCE (e.g. CDBG or HOME)	

INVOICE NUMBER:	
TIME PERIOD COVERED	
CITY PURCHASE ORDER NUMBER*:	

**Contact Chari Barrera, Vallejo Housing and Community Development Division, at chari.barrera@cityofvallejo.net to obtain PO # if unknown.*

Approved Budget Line Item from Written Agreement with City	Budgeted Amount in Agreement	Amount Previously Claimed	Amount of this Request	Balance
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -
Grand Total	**$ -**	**$ -**	**$ -**	**$ -**

1. AUTHORIZED SIGNATURE TO REQUEST REIMBURSEMENT:	
NAME:	
TITLE:	

2. AUTHORIZED SIGNATURE TO REQUEST REIMBURSEMENT:	
NAME:	
TITLE:	

****

FOR CITY OF VALLEJO OFFICE USE ONLY:

HCDD Staff Approval Signature & Date:	
HCDD Director Approval Signature & Date:	
Finance Dept Approval Signature & Date:	

IDIS Activity Number:	

EXHIBIT G

CITY OF VALLEJO HOUSING AND COMMUNITY DEVELOPMENT DIVISION
SALARY DETAIL CHART

AGENCY REQUESTING REIMBURSEMENT:	
DATE OF REQUEST:	
PROJECT/ACTIVITY NAME:	
FISCAL YEAR (e.g. FY 2019-20):	
FUNDING SOURCE (e.g. CDBG or HOME)	

INVOICE NUMBER:	
TIME PERIOD COVERED	

Name of Employee	Title of Employee	Hourly Wage	Total HOME Hours Worked	Gross Wages Paid	Total
		$ -		$ -	**$ -**
		$ -		$ -	**$ -**
		$ -		$ -	**$ -**
		$ -		$ -	**$ -**
		$ -		$ -	**$ -**
Grand Total			**0.00**	**$ -**	**$ -**

Housing and Community Development Division · 200 Georgia Street · Vallejo · CA · 94590 · 707.648.4507

City of Vallejo Homebuyer Assistance Program

Homebuyer Assistance Program Guidelines

The City of Vallejo provides gap lending to first time homebuyers for the purchase of properties located within the city limits of Vallejo. A first-time homebuyer is defined as a person who has never owned a home before, or has not owned a home for at least three years.

1. A maximum loan of twenty percent of the sales price (up to $40,000.00) (*) at or below 80 percent of the area median income, *(see the Program Eligibility Guidelines chart below).*
2. Borrower must put a minimum of 1.5 percent of their own funds down, have remaining liquid assets of no more than $25,000.00, and will not own rental property.
3. Borrower's housing to income ratio may be no higher than 41 percent
4. Borrower's debt to income ratio may be no higher than 38 percent.
5. Loans will be amortized or deferred over a 30-year term, typically at three percent annual interest.
6. In addition, a grant of up to three percent of the sales price for non-recurring closing costs is available in tandem with the loan.
7. If the house was built prior to January 1, 1978 a lead-based paint inspection will be required. If the inspection shows that there is lead based paint that has been disturbed, it must be encapsulated and a clearance report must be submitted.
8. Borrowers must complete a Homebuyer Education class certified by the U. S. Department of Housing and Urban Development (HUD).

Mortgage Assistance Program Eligibility Guidelines

Fiscal Year 2020 Income Limits for Solano County:

Number in Household	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Maximum Annual Income	$51,800	$59,200	$66,600	$73,950	$79,900	$85,800	$91,700	$97,650

For more information, please contact (707) 648-4507, or housing@cityofvallejo.net

(*) If needed, a loan exceeding $40,000.00 may be provided on a case by case basis, upon the approval of the Housing and Community Development Program Manager.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1160 Battery Street #360 San Francisco CA 94111	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** CertRequests@ajg.com
INSURED Community Housing Development Corporation of North Richmond 1540 Fred Jackson Way, Richmond CA 94801	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** BCS Insurance Company — 38245 **INSURER C :** Philadelphia Indemnity Insurance Company — 18058 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 460562134 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X EmployeeBenefits GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC X OTHER: GL Ded: $0	Y		PHPK2113089	4/1/2020	4/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2113089	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp Ded: $1,000	$ 1,000,000 $ $ $ $ Coll Ded: $1,000
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			PHUB716062	4/1/2020	4/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A B C	Professional Liability Cyber Crime			PHSD1524279 RPSP50169489M PHPK2113089	4/1/2020 4/9/2020 4/1/2020	4/1/2021 4/9/2021 4/1/2021	Limit: Limit: Limit:	$1,000,000 $1,000,000 See below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime Policy - Limits of Insurance

Employee Dishonesty - $500,000
Money and Security Inside the Premises - $10,000
Money and Security Outside the Premises - $10,000
Money Orders and Counterfeit Paper Currency - $10,000
Kidnap and Ransom – Extortion - $50,000
Forgery or Alteration - $250,000
See Attached...

CERTIFICATE HOLDER

City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Irene Karafais

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher & Co.	Community Housing Development Corporation of North Richmond 1540 Fred Jackson Way, Richmond CA 94801
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Credit or Debit Card Forgery - $50,000
Computer Fraud - $250,000

The City of Vallejo, its officers, officials, employees, agents, or volunteers are included as additional insureds with respect to the Pre and Post Education and Counseling homebuyer program.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:
City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

 Copyright, Insurance Services Office, Inc., 1984

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Melissa Hill	
Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	PHONE (A/C, No, Ext): 415-536-8488	FAX (A/C, No): 415-536-5755
	E-MAIL ADDRESS: Melissa_Hill@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Community Housing Development Corporation of North Richmond 1540 Fred Jackson Way, Richmond CA 94801	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 155764381 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2113089	4/1/2020	4/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Employee						MED EXP (Any one person)	$ 15,000
	X Benefits Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: GL Ded: $0							$
A	AUTOMOBILE LIABILITY			PHPK2113089	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp Ded: $1,000	$ Coll Ded: $1,000
A	X UMBRELLA LIAB X OCCUR			PHUB716062	4/1/2020	4/1/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Employee Theft/Dishonesty			PHPK2113089	4/1/2020	4/1/2021	Limit:	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Vallejo, its officers, officials, employees, agents, or volunteers are included as additional insureds with respect to the Pre and Post Education and Counseling homebuyer program.

CERTIFICATE HOLDER

City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MaryJeanne Kallopais

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2020

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
(510) 235-0353 FAX M A Hays Insurance CA License #0094750 232 Broadway Richmond CA 94804	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Community Housing Dev. Corp Of North Richmond XXX 1535A Fred Jackson Way Richmond CA 94801	INSURER A: Travelers Ins.	
	INSURER B: Sequoia Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	QWC1100430	02/19/2020	02/19/2021	X WC STATU-TORY LIMITS X OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A		OTHER Directors and Officers	105618912	5/24/2020	5/24/2021	D&O	$1,000,000
						EPLI	$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF VALLEJO
Housing & Community Development Department
200 GEORGIA STREET
VALLEJO, CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Community Housing Development Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1535 Fred Jackson Way

Requester's name and address (optional)

6 City, state, and ZIP code
Richmond, CA 94801

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
6 8 – 0 2 3 5 7 1 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Tracy Roth Asset Mgr. | **Date** ▶ 10-28-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF VALLEJO

BUSINESS LICENSE

"For Services Provided in the City of Vallejo, California Only"

2020 - 2021

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.

TAX COLLECTOR'S OFFICE, City Hall, 555 Santa Clara St., Vallejo, CA. This certificate is evidence that the person(s), firm, or corporation named hereon has paid the tax required by Chapter 5.04 of the City of Vallejo Municipal Code for the type of business, the business address and for the period indicated hereon. This certificate is issued without verification that the taxpayer is subject to or exempted from licensing by local, state, Federal or other agencies. Issuance of this certificate is not an endorsement, nor a certificate of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the City 's building / Fire / Zoning regulations.

Business Name COMMUNITY HOUSING DEVELOPMENT CORP
Business Location 1535 FRED JACKSON WAY STE A
Business Owner(s) GREG BATY
VANESSA HAWKINS

COMMUNITY HOUSING DEVELOPMENT CORP
1535 FRED JACKSON WAY STE A
RICHMOND, CA 94801-1525

License Number 11701556
Effective Date July 01, 2020
Expiration Date June 30, 2021

THIS BUSINESS LICENSE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business Support Center at 707-302-6074.

COMMUNITY HOUSING DEVELOPMENT CORP :

Thank you for your payment on your City of Vallejo Business License. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: vallejo@hdlgov.com or by telephone at: (707) 302-6074.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the Vallejo Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Vallejo please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

BUSINESS LICENSING
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Vallejo

BUSINESS LICENSE

COMMUNITY HOUSING DEVELOPMENT CORP
1535 FRED JACKSON WAY STE A
RICHMOND, CA 94801-1525

License Number: **11701556**
Date of Issue: **07/01/2020**

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A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. Log In

Login.gov FAQs

ALERT: Due to internal CAGE maintenance, CAGE will be unavailable from Thursday October 29, 2020 @ 2:30 PM - Thursday October 29, 2020 @ 8:00 PM (ET).

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 11/14/2020 from 8:00 AM to 5:00 PM.

Search Results

Quick Search Results

Total records:1 Save PDF Export Results Print

Result Page: 1 Sort by Relevance Order by Descending

Your search returned the following results...

Entity **Community Housing Development Corporation of North Richmond** Status: **Active**

DUNS: **867643793** CAGE Code: **4CMG6** View Details

Has Active Exclusion?: **No** DoDAAC:

Expiration Date: **02/11/2021** Debt Subject to Offset?: **No**

Purpose of Registration: **Federal Assistance Awards Only**

Result Page: 1 Save PDF Export Results Print

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