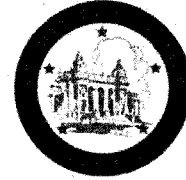


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.29  
(ID # 5721)

**MEETING DATE:**

Tuesday, December 12, 2017

**FROM :** OFFICE ON AGING:

**SUBJECT:** OFFICE ON AGING: Ratify Agreement No. C36140H with the City of Palm Desert for Community Development Block Grant (CDBG) funds to provide Healthy Lifestyles Outreach and Education Programs for seniors, for the period July 1, 2017 - June 30, 2018. [District - 4]; [Total Cost: \$9,057 - 100% CDBG]; (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and authorize the Board Chairman to execute Agreement No. C36140H with the City of Palm Desert for Community Development Block Grant (CDBG) funds to provide Healthy Lifestyles Outreach and Education Programs for seniors, for the period July 1, 2017 - June 30, 2018;
2. Authorize the Office on Aging Director, or designee, to administer the agreement and sign all documents related to administration of the Healthy Lifestyles Outreach and Education Programs, including amendments to Agreement No. C36140H, form approved by County Counsel, that do not substantially change the agreement terms for the duration of the period of performance; and
3. Approve and direct the Auditor-Controller to make the budget adjustment shown on the attached Schedule A.

**ACTION:** 4/5 Vote Required, Policy

Jewel Lee, Director of Office on Aging

11/20/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Perez and Ashley  
Nays: None  
Absent: Washington  
Date: December 12, 2017  
xc: OoA, Auditor

Kecja Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 9,057	\$ 0	\$ 9,057	\$
<b>NET COUNTY COST</b>	\$	\$	\$	\$
<b>SOURCE OF FUNDS: 100% CDBG</b>			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	2017/18

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

RCOoA administers older adult services provided in Riverside County, in accordance with the Older American's Act and with the Older Californians Act. These services include: care coordination, options counseling and decision support, healthy lifestyle and wellness programs, social engagement and community activation, advocacy and coordination, as well as outreach and community education. Goals and objectives developed for OoA's four (4) year strategic plan include: increasing knowledge on maintaining health, access to programs and services, and socialization among the older adult population in Riverside County. The continuing goal of RCOoA is increased collaboration and partnerships enabling better services for the older adult population in Riverside County.

RCOoA was awarded Community Development Block Grant (CDBG) funds, in the amount of \$9,057, by the City of Palm Desert, to provide Healthy Lifestyles Outreach and Education Programs for seniors, during the period July 1, 2017 to June 30, 2018. Through a series of education sessions, community events and presentations, RCOoA will provide education and assessments on general health, nutrition, chronic diseases, etc., for low-income older adults, over age 55, and persons with disabilities.

**Impact on Residents and Businesses**

The RCOoA will target low to moderate income older adults in the City of Palm Desert, for education and outreach on many topics pertaining to health, avoiding being a victim of elder abuse or fraud, as well as other services older adults may require. RCOoA anticipates assisting 65 individuals through this initiative.

**Additional Fiscal Information**

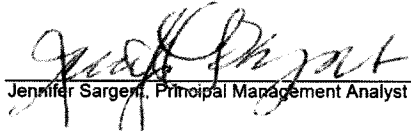

The services described above are funded through the City of Palm Desert with a Community Development Block Grant, awarded through a grant application process. The budget adjustment specified in Schedule A is necessary to reflect this funding.

No additional County funds are required or requested to fulfill the obligations of these services.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

ATTACHMENT A. Schedule A - Budget Adjustment

ATTACHMENT B. Sub-recipient Agreement No. C36140H

 \_\_\_\_\_ 12/4/2017       \_\_\_\_\_ 11/30/2017  
Jennifer Sargent, Principal Management Analyst      Misley Wang

 \_\_\_\_\_ 11/30/2017  
Gregory V. Priamos, Director County Counsel

Office on Aging  
Schedule A  
FY 2017/18

Increase estimated revenue:  
21450-5300100000-774500

Health Services

\$ 9,057

Increase appropriations:  
21450-5300100000-527780  
21450-5300100000-529040

Special Program Expense  
Private Mileage Reimbursement  
Total

8,157

900

9,057

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you

**COMMUNITY DEVELOPMENT BLOCK GRANT 43<sup>rd</sup> YEAR  
(FY 2016/2017) SUBRECIPIENT AGREEMENT NO. C36140H  
CDBG CFDA NO. 14.218  
SUBRECIPIENT'S DUNS #825570278  
CAGE CODE: 5PL11**

This Agreement is made this July 1, 2017, by and between the City of Palm Desert (hereinafter referred to as "Grantee"), and the Riverside County office on Aging (hereinafter referred to as "Subrecipient").

**RECITALS**

WHEREAS, the City of Palm Desert is a Direct Entitlement City with the U.S. Department of Housing and Urban Development (HUD) for purposes of receiving Community Development Block Grant (CDBG) funds, to assist and undertake essential community development and housing assistance activities pursuant to the Housing and Community Development Act of 1974; and

WHEREAS, with the approval of the Grantee and HUD, a portion of its allocation has been awarded to the Subrecipient in the delegated amount of \$9,057.00 to be used by the Subrecipient for Healthy Lifestyles Outreach and Education Program for Seniors; and

WHEREAS, clients benefit from the services provided by the Subrecipient, and at least 51 percent of those benefiting from the services must qualify as low and moderate-income persons; and

THEREFORE, IT IS AGREED:

1. TERM - The term of this agreement for the project shall be made for a period of one year commencing July 1, 2017, and ending June 30, 2018, unless a one-year extension for funding is approved by the City Manager or designee. Public service programs are not eligible for a time extension. Funds must be expended within the year awarded.

2. SCOPE OF SERVICES:

- A. Program/Project Description – The Subrecipient will be responsible for administering a CDBG funded program/project as described here, Healthy Lifestyles Outreach and Education Program for Seniors in a manner satisfactory to the Grantee 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.

Program/Project Activities: Healthy Lifestyles Outreach and Education Program for Seniors

Who Will Be Served: Low, very low and moderate income seniors

Location of Services: 44-199 Monroe Street, Suite B, Indio, CA 92201

How Are Services Provided: Subrecipient targets older adults relative to education and outreach on many topics pertaining to health, not being a victim of abuse or fraud as well as providing assistance with needed services

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that someone may require or assistance through the various agencies to obtain services.

How will Program/Project be Undertaken: Subrecipient through the education initiative will provide outreach to, education for, and assess low income older adults over age 55 and persons with disabilities relative to general health, nutrition, chronic diseases, etc. through a series of education sessions, community events, and presentations.

- B. Nation Objective – All activities funded with CDBG funds must meet one of the Program's National Objectives (Title 24, Part 570, Sections 570.200(a)(2) and (3), 570.208(a)-(d), and 570.506):
- a.  Benefit low and moderate-income persons,
  - b.  Aid in the prevention or elimination of slums or blight, or
  - c.  Meet community development needs having a particular urgency (as defined in 24 CFR 570.208).

Note: At least 51 percent or more of the persons served by Subrecipients must be very low to low-income.

- C. Performance Measures – List activities that have been identified to meet goals of program/project and provided estimated numbers/quantities to be served/completed monthly and yearly: (ADD OTHER MEASUREMENTS AS NEEDED.)

	Monthly	Total Year
a. Number of persons served:	N/A	65
b. Number of units completed:	N/A	N/A
c. Number of facility Improvements:	N/A	N/A
d. Number of meals served:	N/A	N/A

- D. Staffing – Provide contact information for designated staff as listed below:

Executive Director:

Name: ~~Anna L. Martinez~~ *Jewel Lee*  
Phone: 951-867-3800  
Email: ~~annamartin@rivco.org~~ *JLee@rivco.org*

CDBG Program Staff (responsible for implementation of program/project, data collection, and preparation of reports, etc.):

Name: Jamiko R. Bell	Name:
Phone: 951-867-3800	Phone:
Email: <a href="mailto:jrbell@rivco.org">jrbell@rivco.org</a>	Email:

Finance Staff (responsible for expenditure and reimbursement of CDBG funds and organization's Chief Financial Officer):

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Name: Rachelle Roman  
Phone: 951-867-3800  
Email: [rroman@rivco.org](mailto:rroman@rivco.org)

Name:  
Phone:  
Email:

- E. Performance Monitoring – The Grantee of Palm Desert as the HUD Grantee is responsible for monitoring all Subrecipients. Outlined below is an overview of areas that will be monitored: (See attached Exhibit “B”)
- a. Does program/project meet CDBG National Objective Identified
  - b. Conformance to Subrecipient Agreement
  - c. Record-Keeping System (570.506)
  - d. Financial Management System (84.21.-28 – non-profit)
  - e. Insurance
  - f. Procurement
  - g. Equipment and Real Property
  - h. Non-Discrimination and Actions to Further Fair Housing
  - i. Conclusion and Follow-up of Monitoring

**3. REPORTING AND PAYMENT PROCEDURES:**

- A. **REPORTING** – Per 570.502 and 570.507, Subrecipient agrees to submit the Self Certification Forms (if applicable) and Direct Benefit Activity Reports for duplicated and unduplicated clients to the Grantee on a monthly basis from July 1, 2017 to June 30, 2018. In addition, Subrecipients must report the following narrative and statistical information through the Quarterly and Annual Report Forms. Information such as: Number of persons assisted (by age, gender, senior 62 years of age or older, race, income level, head of household, how many in family, services provided, etc.), number of people that will be provided with new or improved access to services and/or facilities, the number of beds created (homeless or rehabilitation facilities), if applicable. (Data collection examples: Case manager logs, sign-in sheet, tracking logs, client intake forms, scan card system, or other systems designed to obtain information.) Public Facilities Improvements or construction projects will require the above information pertaining to the participation in the organization's overall program(s), and once the project is completed, data pertaining specifically to that facility will be reported under the Annual Follow Up Report. Subrecipient may be required to submit additional information as requested by the Grantee or the Department of Housing and Urban Development. **If Subrecipient fails to follow the reporting requirements, it could result in the Grantee's request that your organization reimburse previous funds paid and/or forfeiture of remaining grant funds.**
- B. **ANNUAL FOLLOW UP REPORT** – Subrecipient agrees to submit the Annual Follow-up Report as provided by the Grantee no later than August 30 of the year following grant expiration or close of project, if a time extension was granted. This report will include similar information to direct benefits activity and quarterly reports but will include information related specifically to the CDBG funded program/project and facility operation, if a portion of the facility or the facility as a whole was unoccupied at the time of project.

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- C. FUNDS – The Grantee agrees to provide the Subrecipient with funds equal to the amount allocated through CDBG funds, as stated above. The Grantee shall disburse the funds on a reimbursable basis. The Subrecipient shall provide copies of invoice(s), bank statements, etc. as required for reimbursement in a timely manner. Funds may be reimbursed only for those verified expenses for the eligible uses. (Attach Exhibit “A”) Should outline approved expenditures.
- D. PROGRAM INCOME – The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract, if any. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period of activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.
- E. INDIRECT COSTS – If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form approved by the Grantee.
- F. PAYMENT PROCEDURES – The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain pre-approved advances, payment will be made for eligible expenses actually incurred and paid by the Subrecipient (on a reimbursement basis), and not to exceed actual expenses incurred. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient account. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.
- G. PROCUREMENT – The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment, fixed assets, and other similar items and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

OMB Standards – Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

- H. USE AND REVERSION OF ASSETS – The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:



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- a. Subrecipient shall transfer to the Grantee any CDBG funds including program income on hand as well as any accounts receivable attributed to the use of CDBG funds at the time of expiration, cancellation, or termination.
- b. **REAL PROPERTY ACQUISITION AND/OR IMPROVEMENT** – Real property acquired or improved in part (or in whole) with CDBG funds in excess of \$25,000 shall continue to be utilized by the funded organization as approved and meet one of the national objectives in Section 570.208 until five (5) years after expiration of agreement or longer as may be determined by the Grantee. If not used in accordance with Section 570.208, subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate). If project term extended five (5) year period would also be extended.
- c. **USE AND DISPOSITION OF REAL PROPERTY** – Subrecipients awarded \$25,000 or more in CDBG funds for acquisition or improvement (e.g., including construction and equipment purchases) in whole or in part shall comply with CDBG Regulation 24 CFR 570.505 relative to use of real property as noted for five (5) years commencing when CDBG funds are first spent for property until after close out of the grant.

A subrecipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the subrecipient provides affected citizens and the Grantee with reasonable notice of, and the opportunity to comment on any proposed change, and either: the new use qualifies as meeting one of the national objectives in Section 570.208 and is not a building for the general conduct of government or if the subrecipient determines, after citizens participation, that it is appropriate to change the use of the property to a use which does not qualify under Section 570.208, it may retain or dispose of the property for the changed use if the Grantee is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to the property. If the change occurs after closeout (Five years), the provisions governing income from the disposition of the real property in Section 570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed. The property will no longer be subject to CDBG requirements after reimbursement of CDBG program income per 24 CFR 570.505(d).

Organizations provided Community Development Block Grant funds for the purchase of land, facilities, and/or buildings; equipment, capital improvements, rehabilitation, or other similar activities shall not sell, sublease, loan, reassign or any other such action that relinquishes control, ownership, or change of use without prior written request to and

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written authorization from the Grantee of Palm Desert and, if necessary, the U.S. Department of Housing and Urban Development.

In all cases in which equipment, land, facilities, etc acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under the Agreement were used to acquire such items). Items no longer needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG Program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the items less the percentage of non-CDBG funds used to acquire the items).

**4. FINANCIAL AND RECORDS MANAGEMENT:**

- A. **ACCOUNTING STANDARDS** – Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to account principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- B. **COST PRINCIPLES** – The Subrecipient shall administer its program and comply with applicable financial standards according to OMB Circular A-122 (non-profit) or A-21 (Educational Institution) as applicable. These principles shall be applied to all costs incurred whether charged on a direct or indirect basis. Subrecipient shall also have in place a financial system that tracks sources and uses of funds or “fund accounting” method. Accounting systems should include chart of accounts, cash receipts journal, cash disbursement journal, payroll journal, general ledger, and any other form that may be required as part of the organizations accounting/financial tracking system.
- C. **AUDITING** – Subrecipient shall be subject to audit requirements contained in the Single Audit Act Amendment of 1996 (31 USE 7501 -7507) and revised OMB Circular A133. In addition, Subrecipient shall be subject to random audits by the Grantee, U.S. Department of Housing and Urban Development, 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 in its administration of the CDBG Program and federally funded project/program. All CDBG funded project/program records and related documents shall be made available as well as required financial records/data for the organization. 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 and/or reimbursement of funds paid. **The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with Grantee policy concerning Subrecipient audits and OMB Circular A-133.**
- D. **RECORDS MANAGEMENT AND RETENTION** - Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the use and expenditure of funds under this agreement as well as all documents pertaining to the project, program, and required reporting records. All documents and records shall be made available for inspection and copying during normal business hours by the Grantee or designee or by the Department

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of Housing and Urban Development upon request. Such records shall include but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28;
- g. Tracking, monitoring, direct benefits forms, self-certification forms, reports, etc. required as part of compliance with this Agreement;
- h. Client data demonstrating client eligibility or services provided including but not limited to client name or client tracking number (if HIPA applies), address, contact information, ethnicity, income level, or other basis for determining eligibility, and description of services provided.
- i. Any and all other documents related to the CDBG funded program or project relative to this Agreement; and
- j. Other records necessary to document compliance with Subpart K of 24 CFR Part 570/

The Subrecipient shall retain all financial records, supporting documents, statistical records, and any and all other documents/records pertinent to this Agreement for a period of not less than five (5) years from the date of the last reimbursement payment. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under this 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

- E. **DISCLOSURE** – The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the applicable state and federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- F. **CLOSE OUT** - The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are complied with and completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

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5. PERSONNEL AND PARTICIPANT CONDITIONS:

- A. PURSUANT TO LABOR CODE – SECTION 1861 - Execution of the Agreement by the parties constitutes their agreement to abide by all applicable provisions of the California Labor Code; constitutes subrecipient's certification that it is aware of the provisions of said Code and will comply with them; and further constitutes SUBRECIPIENT'S certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which required every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of this contract."

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Works Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et.seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.

- B. DISCRIMINATION - Subrecipient shall provide services to all clients who need and request such services, so long as economic resources permit. Subrecipient shall abide by Sections 570.601 and 570.602 of Title 24 of the Federal code of regulations which requires that no persons in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development Block Grant funds.

C. CIVIL RIGHTS:

- a. COMPLIANCE – The Subrecipient agrees to comply with all State and Federal civil rights laws and regulations and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act 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.
- b. NONDISCRIMINATION – The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- c. LAND COVENANTS – This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the

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deed or lease of such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. SECTION 504 – The Subrecipient agrees to comply with all State and Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee will provide Subrecipient with guidelines necessary for compliance with portions of the regulations in force during the term of this Agreement.

**D. AFFIRMATIVE ACTION:**

- a. APPROVED AFFIRMATIVE ACTION PLAN – The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
- b. EQUAL EMPLOYMENT CLAUSE – Subrecipient agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, up grading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this non-discriminating clause. Subrecipient will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. SECTION 3 EMPLOYMENT OPPORTUNITY - Per Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701) and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement.

SUBRECIPIENT agrees to make every effort to promote, advertise, encourage, and hire very low to low-income person(s) and/or person(s) within the community of said project and shall incorporate this stipulation into all agreements with all contractors, subcontractors, and vendors working on activities funded as part of this Agreement.. This stipulation pertains to any and all types of training and employment related activities as a result of this

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Agreement. This stipulation only requires that SUBRECIPIENT hire said person(s) if additional employees are needed to complete project. Employment can be temporary (project based) or permanent dependent upon the need of the employer. Activities undertaken to meet this requirement shall be reported by the SUBRECIPIENT to the Grantee. In addition, Subrecipient shall notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, of its commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

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

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

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

- d. SECTION 3 BUSINESS OPPORTUNITY - Per Executive Order 12421 dated July 14, 1983, SUBRECIPIENT agrees to make every effort to promote, advertise, encourage, purchase, and contract with businesses and subcontractors that are considered 51% or more minority and/or women owned, owned by low or very low-income residents, employs a substantial number of low or low-income residents, or provides subcontracting or business development opportunities to businesses owned by low to very low-income residents. (Low-income persons means families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area.) SUBRECIPIENT shall incorporate this stipulate into all agreements with all subcontractors working on project. Activities undertaken to meet this requirement shall be reported by the SUBRECIPIENT to the Grantee of Palm Desert.
- e. 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 Grantee or designee, HUD or its agent(s), or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- f. NOTIFICATION – The Subrecipient will send each labor union or representative of workers with which it has a bargaining agreement or other contract or understanding of workers a notice advising of the Subrecipient's

**COMMUNITY DEVELOPMENT BLOCK GRANT FY 2017/2018  
SUBRECIPIENT AGREEMENT NO. C36140H**

commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- g. EQUAL EMPLOYMENT OPPORTUNITY – The Subrecipient will, in all solicitations or advertisements for employees or other activities undertaken pertaining to this Agreement by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
  - h. The Subrecipient shall include the provision of Section 5, Items C (Civil Rights) and D (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, subcontractors or vendors.
6. LICENSING - Subrecipient agrees to obtain and maintain all licenses, registrations, accreditation, and inspections from all agencies governing its operations. Subrecipient shall ensure that its staff shall also obtain and maintain all required licenses, registrations accreditation and inspections from all agencies governing Subrecipient's operations hereunder.
7. INDEMNIFICATION - Subrecipient shall indemnify and hold the Grantee of Palm Desert harmless from all claims, damages or liability, including all reasonable attorney fees and costs incurred in defending any claims arising out of or in connection with Subrecipient's project or activities, including but not by the way of limitation any action or claim for worker's compensation.
8. CONFLICT OF INTEREST - Subrecipient shall familiarize itself with CDBG regulations prohibiting conflicts of interest contained in 24 CFR 84.42 and 570.611. Subrecipient, its assigns, employees, agents, consultants, and officers shall comply with and shall not violate any provision of the regulations. Any violation shall be deemed a material breach of this Agreement and the Agreement shall be immediately terminated by the Grantee.
- 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, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
  - C. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

**COMMUNITY DEVELOPMENT BLOCK GRANT FY 2017/2018  
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9. **BYRD ANTI-LOBBYING AMENDMENT** - Subrecipient certifies that they will not or have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or officer or employee of Congress in connection with obtaining any Federal contract, grant, loan, cooperative agreement, or any other award including the extension, continuation, renewal, amendment, or modification of same. Subrecipient shall disclose any lobbying with non-Federal funds that takes place in conjunction with obtaining any Federal award. (This Act pertains to all contractors and subcontractors who apply or bid for an award of \$100,000 or more.)

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, contract, grant, loan, or cooperative agreement or other document, Subrecipient will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language in the following paragraph "Lobbying 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:

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

10. **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 or the U.S.C.
11. **COPYRIGHT** – If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
12. **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.
13. **ELIGIBILITY** - As to Subrecipient or its claimants, the Grantee shall bear no liability for any later determination by the United States Department of Housing and Urban Development or any other person or entity that the Grantee or Subrecipient is or is not eligible under 24 CFR Part 570 to receive CDBG funds.
14. Organizations provided Community Development Block Grant funding are required to offer the specific program funded for a minimum of five years from the date of award.



**COMMUNITY DEVELOPMENT BLOCK GRANT FY 2017/2018  
SUBRECIPIENT AGREEMENT NO. C36140H**

15. CONDUCT:

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

B. SUBCONTRACTS:

a. APPROVALS - Subrecipient shall obtain Grantee's prior written approval before executing any subcontracts.

b. MONITORING - Subrecipient shall monitor all subcontractors services on a regular basis to ensure contract compliance. Written summarization reports of monitoring shall be prepared including follow-up actions to correct non-compliance issues, if any, and placed in file.

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

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

16. UNIFORM ADMINISTRATIVE REQUIREMENTS – Subrecipients shall comply with applicable uniform administrative requirements as described in CDBG Regulation 24 CFR 570.502(b), 570.502, 570.503(b)(4), and 570.610.

17. OTHER PROGRAM REQUIREMENTS – Subrecipient shall be in compliance with all federal laws and regulations described in CDBG Regulation 24 CFR 570.501, 570.503(b)(5), 570.600-603, 570.605-614 except those outlined in Section 570.604 and 24 CFR Part 52.

18. DRUG-FREE WORKPLACE REQUIREMENTS – Subrecipient to certify that it will comply with the drug-free workplace requirements in accordance with the Act and the Department of Housing and Urban Development's rules at 24 CFR Part 24, Subpart F. (Drug-Free Workplace Act of 1988, (42 U.S.C.701)).

19. FALSE CLAIMS ACT – Subrecipient shall be subject to the False Claims Act (31 U.S.C. § 3729-3733, also called the Lincoln Law) which is an American federal law that allows people who are not affiliated with the government to file actions against subrecipients claiming fraud against the government. Under the False Claims Act those who knowingly submit, or cause another person or entity to submit, false claims payment of government funds are liable for three times the government's damages plus civil penalties of \$5,500 to \$11,000 per false claim. The False Claims Act explicitly excludes

**COMMUNITY DEVELOPMENT BLOCK GRANT FY 2017/2018  
SUBRECIPIENT AGREEMENT NO. C36140H**

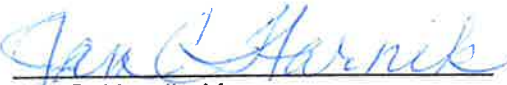
- tax fraud. Section 3729(e) states that the Act “does not apply to claims, records, or statements made under the Internal Revenue Code.” To report tax fraud, call the IRS Fraud Hotline at 800-829-0433.
20. **INSURANCE** – Subrecipient shall have and maintain workers compensation, employee liability, automobile insurance, comprehensive public liability, property damage, and other insurance that may be specific to the organization or required as part of the award.
21. **ENVIRONMENTAL CONDITIONS** – The Subrecipient agrees to comply with the following environmental conditions:
- A. **AIR AND WATER** – Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et. Seq., as amended, 1318 as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder and including Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
  - B. **FLOOD DISASTER PROTECTION** – Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subrecipient shall assure that for activities located in an areas identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
  - C. **LEAD-BASED PAINT** – Subrecipient shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B.
  - D. **HISTORIC PRESERVATION** – Subrecipient shall comply with Historic Preservation requirements as set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as the apply to the performance of this Agreement.
22. **SEVERABILITY** – In any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
23. **WAIVER** – The Grantee’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 Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
24. **ENTIRE AGREEMENT** – This Agreement constitutes the entire Agreement between the Grantee 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 Grantee and the Subrecipient with respect to this Agreement.
25. **SUSPENSION AND TERMINATION** – Agreement may be suspended or terminated in accordance with CDBG 24 CFR 85.43 if Subrecipient materially fails to comply with terms of Agreement, grant award (reporting, monitoring, tracking, ineffective or improper use of funds, lack of timely and proper implementation of its obligations pertaining to this

**COMMUNITY DEVELOPMENT BLOCK GRANT FY 2017/2018  
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Agreement, program/project), rules, regulations or provisions referred to herein, statutes, regulations, executive orders, HUD guidelines, policies or directives as may become applicable at any time. Also, award may be terminated for convenience in accordance with 24 CFR 85.44.

This Agreement contains the entire agreement of the parties and supersedes all other prior negotiations, understandings or agreements. The agreement may only be modified by the written consent of the parties.

**GRANTEE OF PALM DESERT**

BY:   
Jan C. Harnik, Mayor  
Grantee of Palm Desert


Date: May 11, 2017

Attest:   
Rachelle D. Klassen, Grantee Clerk

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

**ORGANIZATION**

**County of Riverside, Office on Aging**

BY: \_\_\_\_\_  
Print Name:  
John F. Tavaglione  
  
Signature

Date: DEC 12 2017

Board of Supervisors, Chairman  
Title

ATTEST:  
KECIA HARPER IHEM, Clerk  
By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY:  11-30-17  
SYNTHIA M. GUNZEL DATE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

COMMUNITY DEVELOPMENT BLOCK GRANT FY 2017/2018  
SUBRECIPIENT AGREEMENT NO. C36140H

**EXHIBIT A**

SUBRECIPIENT AGREEMENT  
PROGRAM/PROJECT BUDGET

BUDGET SUMMARY

CDBG FUNDS  
AWARDED

OPERATIONAL COSTS: *Note: Operational costs are restricted to 10 percent of request/award.*

I. Personnel	
A. Salaries & Wages	\$ _____
B. Fringe Benefits	\$ _____
C. Consultants & Contract Services	\$ _____ \$ _____
<b>SUB-TOTAL</b>	<b>\$ _____</b>
II. Non-Personnel	
A. Space Costs	\$ _____
B. Rental, Lease or Purchase of Equipment	\$ _____ \$ _____
C. Consumable Supplies	\$ _____
D. Travel	\$ <u>905.00 (10% cap)</u>
E. Telephone	\$ _____
F. Other Costs	\$ _____
<b>SUB-TOTAL</b>	<b>\$ <u>905.00</u></b>

NON-OPERATION COSTS:

III. Program Delivery Costs	\$ <u>8,152.00</u>
IV. Architectural/Engineering Design	\$ _____
V. Acquisition of Real Property	\$ _____
VI. Construction/Rehabilitation	\$ _____
<b>TOTAL:</b>	<b>\$ <u>9,057.00</u></b>

**CHECKLIST FOR ON-SITE MONITORING OF A SUBRECIPIENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Subrecipient \_\_\_\_\_  
Project Name/Agreement No. \_\_\_\_\_  
Project Director \_\_\_\_\_

In-house review and general oversight conducted on \_\_\_\_\_

On-site monitoring visit(s) conducted on \_\_\_\_\_

Monitoring letter sent on \_\_\_\_\_

Follow-up monitoring visit conducted/letter sent on: \_\_\_\_\_

**A. National Objective and Eligibility**

1. Which National Objective does this project meet (570.208)\*?

Benefit to Low- and Moderate-Income Persons

\_\_\_ Low/Mod Area Benefit

\_\_\_ Limited Clientele Benefit

\_\_\_ Low/Mod Housing Benefit

\_\_\_ Job Creation or Retention

Aid in the Prevention or Elimination of Slums or Blight

\_\_\_ on an Area Basis

\_\_\_ on an Spot Basis

An Urgent Need

\_\_\_ Needs having a Particular Urgency

2. Which eligibility category does the project meet? (570.201-6)?

**B. Conformance to the Subrecipient Agreement**

1. Contract Scope of Services – Is the full scope of services listed in the Agreement being undertaken? List any deviation.

2. Levels of Accomplishments – Compare actual accomplishments at the point of monitoring with planned accomplishments. Is the project achieving the expected levels of performance (number of persons served, number of units rehabbed, etc.) and reaching the intended client group? Explain any problem the subrecipient may be experiencing. **Acknowledge major accomplishments.**

3. Time of Performance – Is the work being performed in a timely manner (i.e., meeting the schedule as shown in the Agreement)? Explain.

4. Budget – Compare actual expenditures versus planned expenditures. Note any discrepancies or possible deviations.

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SUBRECIPIENT AGREEMENT NO. C36140H

Managing CDBG  
A Guidebook for CDBG Grantees on Subrecipient Oversight

APPENDIX

5. Requests for Payment – Are requests for payment being submitted in a timely manner and are they consistent with the level of work accomplished? Is program income properly accounted for and recorded? Explain.
6. Progress Reports – Have progress reports been submitted with payment requests (where required) on time and were they complete and accurate?
7. Special Conditions – Does the project conform to any special terms and conditions included in the Subrecipient Agreement? Explain.

**C. Record-Keeping Systems (570.506)**

Records should demonstrate that each activity undertaken meets the criteria for National Objectives compliance. Such records should be found in both the grantee's project file and the subrecipient file.

1. Filing System – Are the subrecipient's files orderly, comprehensive, secured for confidentiality where necessary, and up-to-date? Note any areas of deficiency.
2. Documentation (activities, costs and beneficiaries) – Do the HCD project file and subrecipient records have the necessary documentation supporting the National Objective being met, eligibility, and program costs as they relate to 570.506? Do the project files support the data the subrecipient has provided for the CAPER?
3. Record Retention – Is there a process for determining which records need to be retained and for how long?
4. Site Visit (where applicable) – Is the information revealed by a site visit consistent with the records maintained by the subrecipient and with data previously provided to the grantee? Explain any discrepancies.
  - a. Is the project manager located on-site and running the day-to-day operations? Do the staff seem fully informed about program requirements and project expectations? Explain.
  - b. Is the project accomplishing what it was designed to do? Explain any problems.

**D. Financial Management Systems [85.20 (local governments) and 84.21–28 (non-profits)]**

1. Systems for Internal Control – Are systems in compliance with accounting policies and procedures for cash, real and personal property, equipment and other assets (85.20(b)(3) and 84.20(b)(3))?
2. Components of a Financial Management System – Review the chart of accounts, journals, ledgers, reconciliation, data processing, and reporting system. Note any discrepancies.

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APPENDIX

3. Accounting – Compare the latest performance report, drawdown requests, bank records, payroll records, receipts/disbursements, etc. Note any discrepancies.
4. Eligible, Allocable, and Reasonable Costs – See OMB Circulars A-87, A-122. Pay particular attention to the time distribution records where the subrecipient has employees who work on both CDBG and non-CDBG funded activities. Note any discrepancies.
5. Cash Management/Drawdown Procedures – See Treasury Circular 1075, 85.20(b)(7), and 84.20. Has all cash been promptly drawn down and deposited? Are all drawdowns of Federal funds properly recorded? Note any discrepancies.
6. Management of Program Income – If the subrecipient generates program income, refer to 570.504 and the Subrecipient Agreement about its use. Note any discrepancies.
7. IPA Audit Reports/Follow-up – (OMB Circular A-133) Determine if the subrecipient has expended \$500,000 or more in Federal funds for the subject program year.

IPA Audit Required Yes \_\_\_ No \_\_\_ N/A \_\_\_  
Date Conducted \_\_\_\_\_

Any findings related to CDBG activity? Status? Explain.

8. Maintenance of Source Documentation – (85.20(b) and 84.20(b)) Note any discrepancies in sample records, invoices, vouchers and time records traced through the system.
9. Budget Control – Do actual expenditures match the line item budget? Refer to 85.20(b)(4) and 84.20. Note any discrepancies.

**E. Insurance**

1. Has the subrecipient submitted a current copy of its Certificate of Insurance?
2. Is the City named as an additional insured?

**F. Procurement**

1. Procurement Procedures – Do the procedures the subrecipient uses for procurement of goods and services meet CDBG requirements? Review a sample number of procurements.
2. Conflict of Interest – How does the subrecipient assure there was no conflict of interest, real or apparent? Review the process and comment.

**G. Equipment and Real Property**

1. Has the subrecipient acquired or improved any property it owns in whole or in part with CDBG funds in excess of \$25,000? If yes, review for compliance with 570.503(b)(7).



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**APPENDIX**

2. Has the subrecipient purchased equipment with CDBG funds in excess of \$1,000? Does the subrecipient maintain the records required at 84.34?
3. Has a physical inventory taken place and the results reconciled with property records within the last two years?
4. If the subrecipient disposed of equipment/property that was purchased with Federal funds within the last five years:
  - a. Were proceeds from the sale reported as program income?
  - b. Did the grantee approve expenditure of program income?
  - c. Was the program income returned to the grantee?

**H. Non-Discrimination and Actions to Further Fair Housing**

1. Equal Employment Opportunity – Refer to 570.506, 601 and 602. Note any deficiencies.
2. Section 3 – Opportunities for Training and Employment for Local Residents – Refer to 570.506(g)(5) and 570.607(a) (affirmative action). Note any deficiencies.
3. Fair Housing Compliance – Refer to 570.904 and 570.601(b). Note any deficiencies.
4. Requirements for Disabled Persons – Refer to 8.6. Note any concerns.
5. Women and Minority Business Enterprises – Refer to 570.506(g), 85.36(e), and 84.44, affirmative steps documentation. Note any concerns.

**I. Conclusion and Follow-up**

1. Is the subrecipient meeting the terms of the Subrecipient Agreement and HUD regulations? Discuss both positive conclusions and any weaknesses identified.
2. Identify any follow-up measures to be taken by the grantee and/or the subrecipient as a result of this monitoring review.
  - a. List the required schedule for implementing corrective actions or making improvements.
  - b. List the schedule for any needed technical assistance or training and identify who will provide the training.

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Project Monitor

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Date

CITY OF PALM DESERT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
 DIRECT BENEFIT ACTIVITY REPORT - UNDUPLICATED

FY 2017/18

REPORT COMPILED BY: \_\_\_\_\_  
 PHONE NO: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_  
 CONTRACT NO.: \_\_\_\_\_

INSTRUCTIONS: RECORD ONLY THE NUMBER OF NEW/UNDUPLICATED CLIENTS SERVED DURING THE MONTH AND DO NOT TYPE IN GRAY AREAS.

Categories	2017 July	Aug	Sept	Oct	Nov	Dec	2018 Jan	Feb	March	April	May	June	Total	GRAND TOTAL
Income														
a) # of Mod. Income														0
b) # of Low Income														0
c) # of Very Low Income														0
<b>TOTAL INCOME</b>														
Single Race Category														
d) White	11													0
e) Hispanic	12													0
f) Black/African Amer.	13													0
g) Asian	14													0
h) Amer. Indian/Alaskan Native	15													0
i) Native Hawaiian/Other Pacific Islander	16													0
Multi-Race Category														
j) Amer. Indian/Alaskan Native & White	17													0
k) Asian & White	18													0
l) Black/African Amer. & White	19													0
m) Amer. Indian/Alaskan Native & Black/African Amer.	20													0
Multi-Hispanic combination race category - (Select ONLY one.)														
n) Hispanic/White														0
o) Hispanic/Black/African Amer.														0
p) Hispanic/Asian														0
q) Hispanic/Amer. Indian/Alaskan Native														0
r) Hispanic/Native Hawaiian/Other Pacific Islander														0
s) Hispanic/Amer. Indian/Alaskan Native & Blanco														0
t) Hispanic/Asian & White														0
u) Hispanic/Black/Africa Amer. & White														0
v) Hispanic/Amer. Indian/Alaskan Native & Black/Africa Amer.														0
Other (multi-race only)														0
Other	21													0
<b>TOTAL NUMBER SERVED</b>														
Female Head of Household														0

- When choosing a category, choose ONLY one category that best identifies a specific client being served.
- Calculations: The total of Rows a+b+c divided by the total served must equal at least 51% low/mod clientele.
  - NOTE: Total number of clients served equals the sum of Rows d through v + Other
- NOTE: On line c) Please combine extremely low and very low income numbers into this row.

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**SELF CERTIFICATION FOR PUBLIC SERVICE AGENCY CLIENTELE**  
**CERTIFICATION AND FAMILY SIZE**  
(Please Print)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City & State \_\_\_\_\_

- 1) **CATEGORY:** I consider myself in one of the following categories (please check **ONLY** one):  
\_\_\_\_ Senior Citizen  
\_\_\_\_ Physically Challenged  
\_\_\_\_ Migrant Farm Worker  
\_\_\_\_ None of the above
- 2) **FAMILY SIZE** (Circle **ONLY** one): A) 1 B) 2 C) 3 D) 4 E) 5 F) 6 G) 7 H) 8
- 3) **ETHNICITY:** (Select **ONLY** one of the three race/multi-race categories that best defines your ethnicity):
- Single race category**
- White
  - Black/African American
  - Asian
  - American Indian/Alaskan Native
  - Native Hawaiian/Other Pacific Islander
- Multi-race category**
- American Indian/Alaskan Native & White
  - Asian & White
  - Black/African American/White
  - American Indian/Alaskan Native & Black/African American
- Single Hispanic/Multi-Hispanic combination race category**  
(Select from **ONLY** one – either Hispanic only or a combination thereof)
- Hispanic (only)
  - Hispanic/White
  - Hispanic/Black/African American
  - Hispanic/Asian
  - Hispanic/American Indian/Alaskan Native
  - Hispanic/Native Hawaiian/Other Pacific Islander
  - Hispanic/American Indian/Alaskan Native & White
  - Hispanic/Asian & White
  - Hispanic/Black/African American & White
  - Hispanic/American Indian/Alaskan Native & Black/African American
  - Other (ONLY if none of the above racial categories identifies you.)

**I understand this information is subject to verification by authorized government officials.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**NOTE:** This certification form may be used to document a direct benefit claim for public services provided through the Community Development Block Grant program. The family income levels shown in the above schedule are applicable to cities within Riverside and San Bernardino Counties. **ANSWER ALL QUESTIONS COMPLETELY AND ACCURATELY.**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICACION PARA EL SERVICIO PUBLICO DE LA AGENCIA  
CERTIFICACION Y GRUPO DE FAMILIA

Nombre \_\_\_\_\_

Direccion \_\_\_\_\_

Ciudad y Estado \_\_\_\_\_

- 1) **CATEGORIA:** Yo me considero en una de las categorias siguientes (por favor SOLAMENTE marque una de las categorias):
- \_\_\_\_\_ Ciudadano Anciano
  - \_\_\_\_\_ Persona Desabilitada
  - \_\_\_\_\_ Campesino Migrante
  - \_\_\_\_\_ Ninguna de las categorias

- 2) **GRUPO DE FAMILIA** (circule solamente uno): A) 1 B) 2 C) 3 D) 4 E) 5 F) 6 G) 7 H) 8

- 3) **ETNICIDAD:**  
(Seleccione solo un las tres categorias de raza/multirazas que mejor define su origen étnico.)

**Categoria de raza individual**

- Blanco
- Negro/Africano Americano
- Asiatico
- Indio Americano/Nativo de Alaska
- Nativo de Hawaii/Otro Pacifico Isleño

**Categoria de multi-raza**

- Indio Americano/Nativo de Alaska y Blanco
- Asiatico & Blanco
- Negro/Africano Americano/Blanco
- Indio Americano/Nativo de Alaska y Negro/Africano Americano

**Categoria de raza Hispana/combinacion de la raza multi-Hispana**

(Seleccione solamente uno si es Hispano/a o Hispano/a mezclado/a con otra raza)

- Hispano (solamente)
- Hispano/Blanco
- Hispano/Negro/Africano Americano
- Hispano/Asiatico
- Hispano/Indio Americano/Nativo de Alaska
- Hispano/ Nativo de Hawaii/Otro Pacifico Isleño
- Hispano/Indio Americano/Nativo de Alaska y Blanco
- Hispano/Asiatico y Blanco
- Hispano/Negro/Africano Americano y Blanco
- Hispano/Indio Americano/Nativo de Alaska y Negro/Africano Americano
- Otra (solamente seleccione si ninguna de las categorias mencionadas se identifica con su etnicidad)

Entiendo que esta información está sujeta a verificación por los funcionarios autorizados del gobierno.

Firma \_\_\_\_\_

Fecha \_\_\_\_\_

NOTE: Esta forma de certificación puede ser utilizada para documentar un reclamo de beneficio directo para los servicios públicos a través del programa Community Development Block Grant (Desarrollo Comunitario de Subsidios Globales). Los ingresos familiares que se muestran en la tabla anterior son aplicables a las Ciudades del condado de Riverside y San Bernardino. **POR FAVOR DE CONTESTAR TODAS LAS PREGUNTAS DE MANERA COMPLETA Y PRESISA.**



# FY 2017 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](http://HUD.gov) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

## FY 2017 Income Limits Summary

FY 2017 Income Limit Area	Median Income Explanation	FY 2017 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Riverside County	\$63,200	Very Low (50%) Income Limits (\$) Explanation	22,600	25,800	29,050	<b>32,250</b>	34,850	37,450	40,000	42,600
		Extremely Low Income Limits (\$)* Explanation	13,550	16,240	20,420	<b>24,600</b>	28,780	32,960	37,140	41,320
		Low (80%) Income Limits (\$) Explanation	36,150	41,300	46,450	<b>51,600</b>	55,750	59,900	64,000	68,150

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

NOTE: Riverside County is part of the **Riverside-San Bernardino-Ontario, CA MSA**, so all information presented here applies to all of the **Riverside-San Bernardino-Ontario, CA MSA**. The **Riverside-San Bernardino-Ontario, CA MSA** contains the following areas: Riverside County, CA; and San Bernardino County, CA.

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2017 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2017 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>RIVERSIDE COUNTY OFFICE ON AGING</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>GOV'T AGENCY</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>6296 RIVER CREST DR. STE K</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>RIVERSIDE CA 92507</b>		
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																					
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9	5	-	6	0	0	0	9	3	0												

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

**Sign Here**      Signature of U.S. person ▶ *Rachelle Roman*      Date ▶ *10-18-2016*

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**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? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.