

**CITY OF TEMECULA
TEMECULA HOME REPAIR PROGRAM
GRANT AGREEMENT**

THIS GRANT AGREEMENT ("Agreement") is dated April 25, 2023, (the "Effective Date") and is between the City of Temecula (the "City"), a municipal corporation, and **Habitat for Humanity Inland Valley, Inc.** (the "Grantee"), a **nonprofit public benefit corporation**.

RECITALS

WHEREAS, the economic challenges faced by qualified low and moderate income homeowners of the City of Temecula have negatively impacted their ability to maintain their properties; and

WHEREAS, the City desires to grant a portion of COVID-19 Pandemic Community Reinvestment program funds for **Fiscal Year 2022-2023 and Fiscal Year 2023-2024** to the Grantee (the "Grant" or "Grant Funds") for providing a **housing rehabilitation program titled, "Temecula Home Repair Program" (the "Program")**, for **qualified low and moderate income homeowners of the City of Temecula**.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** The term of this Agreement shall start as of the Effective Date **and end June 30, 2024, unless** a one-year extension is approved in writing by the City Manager, or his or her designee. Upon the expiration of this Agreement, Grantee shall transfer to the City any remaining Grant Funds on hand, and any accounts attributable to the use of the Grant Funds received by Grantee under this Agreement.
2. **USE OF FUNDS.** Grantee shall use all Grant Funds provided to the Grantee solely for the Program pursuant to the terms and conditions of this Agreement. The Program Guidelines are more particularly set forth in Exhibit "A" attached hereto and incorporated by reference. The Grant Funds shall be used solely to pay for actual expenses incurred by the Grantee for the Program. Grantee shall not use the Grant Funds for the payment of any compensation, salaries, or benefits for directors, officers, or full-time or part-time employees of the Grantee except for reasonable reimbursement of necessary expenses in implementing the uses of the Grant Funds authorized by this Agreement and direct project staffing and indirect program costs per the Program budget included in the Guidelines. All unexpended Grant Funds shall be returned to the City at the end of the Agreement term. Any interest earned on Grant Funds shall be put towards the implementation of the Program.
3. **SCOPE OF SERVICES.** The Grantee shall administer, including providing all necessary or reasonable labor, materials, services, supervision, tools, equipment, licenses, and permits, the Program, as set forth in Exhibit "A".

4. **FUNDS.** The City agrees to provide Grantee with Grant Funds in an amount not to exceed **\$500,000.00**, in a manner outlined in Section 5 of this Agreement for the Grantee's program costs. The City shall disburse the Grant Funds up front, as provided in Section 5 (Payment) of this Agreement. Grantee shall provide copies of all invoice(s), bank statements, etc., concerning the use of Grant Funds, as required in a timely manner. Grant Funds may only be used for those verified expenses outlined in the Program. The Grantee is prohibited from using Grant Funds for political activities, religious activities, lobbying, or nepotism.
5. **PAYMENT.** The City shall make two payments of Grant Funds to the Grantee upon Grantee's submittal and the City's approval, and execution of this Agreement, and Grantee's continued compliance with this Agreement and the Program requirements. The first payment, in the amount of \$250,000.00, shall be made in a reasonable timeframe after the execution of this Agreement. The second payment, in the amount \$250,000.00, shall be made once seventy percent (70%) of the initial Grant Funds have been expended in compliance with this Agreement, and all Program requirements.
6. **MAINTENANCE OF FUNDS.** All Grant Funds received by Grantee shall be maintained in an account separate and apart from all other funds of Grantee with a bank or savings and loan association qualified to do business in the State of California and insured by the Federal Deposit Insurance Corporation ("FDIC"). In the event that the amount of Grant Funds exceeds the FDIC insurance limit, the Grant Funds shall be split up and deposited in more than one bank, with no more than the amount of the FDIC insurance limit being deposited in one bank, and each bank shall be insured by the FDIC.
7. **PROCUREMENT.** Grantee shall not use funds received from the City pursuant to this Agreement to procure materials, equipment or property or acquire or improve real property, not related to the Program guidelines outlined in Exhibit A (the "Guidelines"). The City is providing funding for Grantee's Program as specified in Exhibit A.
8. **REPRESENTATIONS AND WARRANTIES.** The Grantee hereby represents and warrants to the City as follows: The Grantee has read and is familiar with all of the terms and provisions of the Guidelines. The Grantee's intended uses of the Grant Funds are permitted uses under the Guidelines.
9. **AUDITING.** All Grantee records with respect to any matters covered by this Agreement shall be made available to the City or any of its 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 Grantee within sixty (60) calendar days after receipt of notice by the Grantee of such deficiencies. Failure of the Grantee to comply with the above audit requirements will constitute a default under this Agreement and may result in the withholding of future payments. In addition, the Grantee shall be subject to random audits by the City in its administration of the Program.

10. **REPORTING.** The Grantee shall provide City or any authorized recipient, any reports, forms, or other documentation required by this Agreement, the Guidelines, and any applicable law. The Grantee shall provide the City with such reports and information as the City may reasonably request in order to allow the City to comply with this Agreement, the Guidelines, and any applicable law. The Grantee's obligations under this Section shall survive the termination of this Agreement. **If the Grantee fails to follow the reporting requirements, the Grantee may be required to reimburse Grant Funds already disbursed to it, to the extent such funds have not been properly spent under the Guidelines. However, prior to making any demand to reimburse Grant Funds under this section, Grantee shall receive thirty (30) days' notice and an opportunity to cure any alleged reporting deficiencies.**
11. **LICENSING.** The Grantee shall obtain and maintain all licenses, registrations, accreditation, and inspections from all agencies governing its activities under this Agreement. The Grantee shall ensure that its staff shall also obtain and maintain all required licenses, registrations accreditation and inspections from all agencies governing the Grantee's activities under this Agreement.
12. **RECORDS.** The Grantee shall maintain all records as to the use and expenditure of funds under this Agreement, as well as all documents pertaining to the Program and required reporting records. All documents and records shall be made available for inspection and copying during normal business hours by the City. **The Grantee shall retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement for four (4) years from the termination or expiration of this Agreement.** Notwithstanding the above, if there is litigation, claims, audits, or other actions that arise out of the Program in any way (collectively "Claims"), and notice of such Claims has been provided to City or Grantee, before the expiration of the four-year period, then such records shall be retained by Grantee until resolution of the Claims, or the expiration of the four-year period, whichever occurs later.
13. **INDEMNIFICATION.**
 - A. The Grantee agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Grantee's acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the sole negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula

Redevelopment Agency.

- B. City does not, and shall not, waive any rights that it may possess against the Grantee because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense. The Grantee agrees that the Grantee's covenant under this Section shall survive the expiration or termination of this Agreement.
- C. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Grantee, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Grantee or to its successor, or for breach of any obligation of the terms of this Agreement.

14. **INSURANCE.** Grantee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property arising in any manner from Grantee's activities funded pursuant to this Agreement or in connection with the activities of the Grantee, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Grantee owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Grantee has no employees while performing under this Agreement, worker's compensation insurance is not required, but Grantee shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Grantee shall maintain limits no less than:

1) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductible and Self-Insured Retention. Consultant agrees any deductibles and self-insured retentions shall not exceed Seven Hundred Fifty Thousand dollars and No Cents (\$750,000).

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, Temecula Housing Authority and their officers, officials, employees and volunteers are to be covered as additional, insureds as respects: liability arising out of activities performed by or on behalf of the Grantee; premises owned, occupied or used by the Grantee; or automobiles owned, leased, hired or borrowed by the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, Temecula Housing Authority and their officers, officials, employees or volunteers.

2) For any claims related to this project, the Grantee's insurance coverage shall be primary insurance as respects the City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, Temecula Housing Authority and their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, Temecula Community Services District, Successor Agency to the Temecula Redevelopment Agency, Temecula Housing Authority and their officers, officials, employees or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the of City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved in writing by the City Manager in his sole discretion.

E. Verification of Coverage. Grantee shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Grantee's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

15. **SUSPENSION AND TERMINATION.**

- A. City may terminate this Agreement upon sixty (60) calendar days' written notice to the Grantee. Additionally, City may terminate this Agreement upon seven (7) calendar days' written notice to the Grantee if City determines in its sole discretion that such action is necessary to respond to an earthquake, fire or other act of God. In the event of termination, the Grantee shall be entitled to reimbursement only for eligible expenses incurred up to the effective date of termination.
- B. The City may suspend or terminate this Agreement if the Grantee materially fails to comply with any term of this Agreement, which include, without limitation, the following:
- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or directives as may become applicable at any time;
 - 2) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
 - 3) Improper use of funds provided under this Agreement; or
 - 4) Submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect, after Grantee has had sixty (60) days' notice and an opportunity to cure any such deficiencies identified in such reports.
- C. This Agreement may also be terminated for convenience by the City or the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the Agreement will not accomplish the purpose for which the Agreement was made, the City may terminate this Agreement in its entirety. However, City shall provide Grantee sixty (60) days' notice of any termination for convenience under this section.

- D. If the City demands full or partial repayment of any unused Grant Funds due to the Grantee's failure to comply with any applicable term of this Agreement, including the Guidelines, the Grantee shall repay the City within seven business days.

16. **INDEPENDENT CONTRACTOR.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which the Grantee, its agents or employees, implements the Program as required herein, except as otherwise set forth herein. The City shall have no authority over or influence upon the selection, discharge, supervision or control of the Grantee's employees, servants, representatives or agents, or in fixing their number, compensation, or hours of service. The Grantee shall implement the Program as required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with this role. The Grantee shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Grantee in its business, a joint venture, or a member of any joint enterprise with the Grantee. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

17. **CITY RECOGNITION.** The Grantee shall insure recognition of the role of the City in administering the Program through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided by the City in this Program, in all publications that were made possible with the Grant Funds provided under this Agreement.

18. **SUBCONTRACTING AND ASSIGNMENT.** Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. The Grantee shall furnish and cause each of its approved subcontractors to furnish all information and reports required under this Agreement and will permit access to its books, records and accounts by the City or its agents for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated in this Agreement. The Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

19. **WAIVER.** Waiver by either party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the City of any payment to the Grantee constitute or be construed as a waiver by the City of any breach of

covenant, or any default that may then exist on the part of the Grantee, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

20. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement contains the entire agreement of the parties and supersedes all other prior negotiations, understandings or agreements. This Agreement may be modified only by the written consent of the parties. The City may, in 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 the Grantee.

21. **NON-DISCRIMINATION COVENANTS.** Grantee covenants and agrees that it shall comply with the Unruh Civil Rights Act (California Civil Code Section 51) and that there shall be no discrimination against or segregation of any person or group of persons on account of the bases set forth in the Act.

22. **NOTICE.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first class mail, to the following addresses:

To City: City of Temecula
 Attn: City Manager
 41000 Main Street
 Temecula, CA 92590

To Grantee: Habitat for Humanity Inland Valley
 Attn: Executive Director
 27475 Ynez Road, #390
 Temecula, CA 92591

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in 72 hours from the time of mailing if mailed as provided in this Section.

23. **CORPORATE AUTHORITY.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) such persons are duly authorized to execute and deliver this Agreement, on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

24. **HEADINGS.** The headings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
25. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall remain in full force and effect.
26. The City and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.
27. **COMPLIANCE WITH LAW.** Grantee shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect the Grantee or those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Grantee shall at all times observe and comply with all such ordinances, laws and regulations.
28. **PROHIBITED INTEREST.** No officer, or employee of the City of Temecula shall have any financial interest, either direct or indirect in: this Agreement, the proceeds thereof, the Grantee, or Grantee's sub-contractors. Grantee hereby warrants and represents to the City that no officer or employee of the City of Temecula has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Grantee. Grantee further agrees to notify the City in the event any such interest is discovered, whether or not such interest is prohibited by law or this Agreement.
29. **NO THIRD-PARTY BENEFICIARIES INTENDED.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire any rights by virtue of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers on the date written introductory clause.

CITY OF TEMECULA

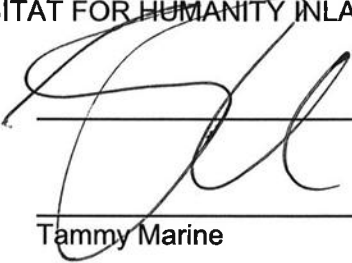
BY: _____
Aaron Adams, City Manager
City of Temecula

Attest: _____
Randi Johl
City Clerk

Approved as to Form: _____
Peter M. Thorson
City Attorney


GRANTEE

HABITAT FOR HUMANITY INLAND VALLEY, INC.

BY: _____


Tammy Marine

Chief Executive Officer

BY: _____


Connie French

Board Chair

Financials
4/11/23

EXHIBIT "A"

PROGRAM IMPLEMENTATION GUIDELINES



CITY OF TEMECULA
TEMECULA HOME REPAIR
PROGRAM GUIDELINES
March 2023

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Introduction

As a result of the COVID-19 pandemic, the City of Temecula desires to reinvest funds in the community to assist with home repairs for homeowners who make below 80% of Area Median Income (AMI). The funds will help homeowners with critical repairs such as roof repairs, HVAC repairs, and other similar repairs that make material improvements for the health, safety, and quality of life for our residents. This program will be administered by a Grantee, in compliance with the program requirements.

Program Description

The Temecula Home Repair Program looks to provide minor and major exterior home repair grants to qualified low-income households within the City of Temecula. A qualified low-income household shall mean homeowners that earn 80% of the Area Median Income (AMI). Qualified repairs may include:

- Roof/repairs/replacements
- Heating, Ventilation, and Air Conditioning (HVAC) repairs and replacements
- Window retrofits
- Wheelchair lifts
- Accessibility improvements
- Exterior home painting
- Fascia repair
- Life safety repairs (smoke alarms, carbon monoxide alarms, etc.)
- Unsafe patio/deck repair/replacement
- Water heater repair/replacement
- Other similar maintenance projects

The program shall include rigorous verification of income qualifications, need, project quality, compliance with all local, state, and federal regulations, and ultimately project completion.

Program Budget

The program budget shall be as follows:

Project Expense	Amount
Direct Project Staffing	\$30,000
Job Materials and Supplies	\$20,000
Subcontractors	\$400,000
Indirect Overhead Costs (10%)	\$50,000
Total Budget	\$500,000

Indirect overhead costs shall not exceed the percentage of total budget (10%) as listed above. If the project expends less than the total budget amount, the indirect overhead costs shall not exceed the total percent identified of the revised amount.

Program Eligibility

To determine program eligibility, the Grantee will determine that all beneficiaries meet the following qualifications.

1. The beneficiary may only use the program once during the term of the agreement. The one-time use may include multiple repairs.
2. An individual address may only use the program once during the term of the agreement, regardless of any change in ownership that may occur during the program.
3. Expenditures are limited to a \$20,000 maximum per household.
4. Income eligibility requirements must be met, as listed below.

To determine income eligibility, the Grantee will use the annual income as defined by the United States Department of Housing and Urban Development (HUD). This definition is commonly called the Part 5 method. This eligibility table may be replaced by future HUD updates, as listed on <https://www.huduser.gov/portal/datasets/il.html>.

Riverside-San Bernardino-Ontario, California MSA								
Family Size	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
Income Limit	\$49,300	\$56,350	\$63,400	\$70,400	\$76,050	\$81,700	\$87,300	\$92,950

Reporting and Documentation

The Grantee shall provide detailed reporting and documentation to verify that all funds are expended in accordance with all local, state, and federal regulations, as well as requirements outlined in the agreement, and these program guidelines. Additionally, all accounting shall follow Generally Accepted Accounting Principles (GAAP). Documentation shall include:

- Date of Request
- Project name with a unique number attached to each project
- Project address
- Project name
- Owner's name
- Owner's phone
- Income verification and eligibility
- Phone number responsible person
- Signature of responsible person
- Title of responsible person
- A detailed breakdown of all costs expended for each project verification, including:
 - Description of work
 - Project costs
 - Expended amount

- Funding through other sources
 - Notes that provide additional details on the project
- Contractor and subcontractor estimates
- Project work scope
- Contractor agreements
 - Including a conflict-of-interest statement
- Invoices with details
- Copies payment
- Employee records if billed against the project
- Time sheets detailing program requirements
- A Certificate of Completion
- Photos
 - Date stamped photos of before project
 - Date stamped photos of after project
- A running list of all projects that includes:
 - Unique project number
 - Total expenditures for the project
 - Quarter in which the project was completed

Reporting shall be provided on a quarterly basis (on a regular fiscal quarter system), with reports provided on the following schedule:

Reporting Period	Reporting Due Date
Quarter 1, 2023	April 15, 2023
Quarter 2, 2023	July 15, 2023
Quarter 3, 2023	October 15, 2023
Quarter 4, 2023	January 15, 2024
Quarter 1, 2024	April 15, 2024
Quarter 2, 2024	July 15, 2024

Conflict of Interest

No member of the governing body and no official, employee or agent of the local government, nor any other person, either for themselves or those with whom they have business or immediate family ties, who exercises policy or decision-making responsibilities will financially benefit from this program.

Program Guidelines Changes or Modifications

Minor changes to these Implementation Guidelines involving administrative procedures or accommodations to adapt to unique applicant situations or opportunities, or regulatory changes may be performed with the approval of the Community Development Department.

Applicant Confidentiality

Grantees City will not disclose any applicant's personal confidential information as part of the program. All confidential information of applicants will be kept in a locked secured storage facility or password protected electronic files and unavailable to persons outside of the program.

Nondiscrimination

The Program shall be implemented consistent with the City's commitment to State and Federal equal opportunity laws. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with program funds on the basis of their disability, family status, national origin, race, color, religion, sex, marital status, medical condition, ancestry, source of income, age, sexual orientation, gender identity, gender expression, genetic information, or other arbitrary discrimination.

The Grantee will provide reasonable accommodations and/or modifications or provide language assistance to individuals requesting such assistance to benefit from the services provided by the Program.

Program/Marketing

Program marketing shall be initiated by the Grantee. The Grantee may also request City support of the program, with adequate notification. Marketing will include:

- Social Media postings/ Public Service Announcements/ Advertisements in a media of general circulation.
- Public service announcements on City cable television.
- Posting at community centers and other locations where individuals and families seek services;
- Any other means of advertising as approved by deemed appropriate by the Community Development Department.

Marketing and outreach shall facilitate fair access and transparency. The program shall not rely solely on web-based marketing and outreach. Alternative, non-digital forms may include electronic display board advertisements, or shared marketing with other entities/ organizations providing emergency assistance. Information for applicants shall include any necessary pandemic related disclosures and social distancing guidelines.

A log shall be kept to document marketing and outreach to individuals and families who may be eligible for the Program.