

**AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF SANTA ANA AND
MERCY HOUSE LIVING CENTERS FOR USE OF
EMERGENCY HOUSING VOUCHER (EHV) SERVICES FEES**

THIS GRANT AGREEMENT, is hereby made and entered into this January 20, 2022, by and between the Housing Authority of the City of Santa Ana ("AUTHORITY"), a public body, corporate and politic ("Contractor"), and Mercy House Living Centers, a California nonprofit organization ("Subrecipient").

RECITALS:

- A. On March 11, 2021, the American Rescue Plan Act of 2021 ("ARPA") was signed into law and appropriated \$5 billion for new incremental Emergency Housing Vouchers ("EHVs") across the nation. ARPA included funding for the renewal of these EHVs and fees for the cost of administering the EHVs and other eligible expenses to prevent, prepare, and respond to the coronavirus and facilitate the leasing of the EHVs, such as security deposit assistance and other costs related to the retention and support of participating owners.
- B. On June 10, 2021, the AUTHORITY received notice of an award of \$311,500 in EHV Services Fees from HUD to support its efforts in implementing and operating an effective EHV Services Fee program that will best address the needs of EHV eligible individuals and families in its jurisdiction and to assist EHV eligible individuals and families that are homeless successfully lease units with the EHVs.
- C. The AUTHORITY is the recipient of Emergency Housing Voucher funds from the United States Department of Housing and Urban Development ("HUD"), pursuant to Section 3202 of the ARPA, for new incremental EHVs, the renewal of those EHVs, and fees for the cost of administering the EHVs and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners. A Catalogue of Federal Domestic Assistance ("CFDA") number for these EHV funds will not be issued.
- D. The AUTHORITY has approved the provision of EHV Services Fees funds to be used in the operation of the Landlord Engagement program ("program"), which matches voucher holders with available units and provides voucher holders with housing search assistance, as further described by **Exhibit A**, Scope of Work, attached hereto and by this reference incorporated herein.
- E. The SUBRECIPIENT represents that it has the requisite qualifications, expertise, and experience in the provision of housing search assistance programs for the homeless and is willing to use said federal funds to operate said program.
- F. The SUBRECIPIENT agrees to assist individuals and families that are homeless to successfully lease units with the EHVs by providing housing search assistance, security deposit/utility deposit/rental application/holding fees, owner recruitment and outreach, owner incentive and/or retention payments, moving expenses, tenant-readiness services, essential household items, and renter's insurance if required by the lease.

- H. SUBRECIPIENT has agreed to be reimbursed for the above services in an amount not to exceed \$311,500 in grant funding.
- I. This AGREEMENT is contingent upon the award of EHV Services Fee funds from the United States Department of Housing and Urban Development.
- J. The AUTHORITY and the SUBRECIPIENT have duly executed this AGREEMENT for the expenditure and utilization of said funds.

NOW THEREFORE, it is agreed by and between the parties that the foregoing Recitals are a substantive part of this AGREEMENT and the following terms and conditions are approved and together with all exhibits and attachments hereto, shall constitute the entire AGREEMENT between the AUTHORITY and the SUBRECIPIENT:

I. SCOPE OF PROGRAM

A. General Administration

The SUBRECIPIENT agrees to implement this activity as set forth in detail in **Exhibit A**, Scope of Work, which shall provide a description of each activity, including the services to be performed, the person or entity providing the service, the estimated number of recipients of the service, and the manner and means of the services.

B. Levels of Accomplishment – Goals and Performance Measures

The SUBRECIPIENT shall be responsible to accomplish the levels of performance as set forth in **Exhibit A** and report such measures quarterly to the AUTHORITY. If the SUBRECIPIENT estimates such goals will not be met, the SUBRECIPIENT is to contact the AUTHORITY, at which time the AUTHORITY will determine if any adjustments to the grant award is appropriate.

C. Staffing

The SUBRECIPIENT shall ensure adequate and appropriate staffing is allocated to each EHV Services Fee activity. Nothing contained in this AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

II. TERM OF AGREEMENT

This AGREEMENT shall take effect on December 2, 2021, and shall terminate on December 31, 2022, unless otherwise cancelled or modified according to the terms of this AGREEMENT.

III. DISBURSEMENT AND FUNDS

The AUTHORITY was allocated \$311,500 in EHV Services Fee funds from HUD in response to the COVID-19 pandemic. AUTHORITY agrees to pay to SUBRECIPIENT when, if and to the extent federal funds are received under provisions of the Act a sum not to exceed \$311,500 for SUBRECIPIENT'S performance in accordance with the Budget attached hereto as **Exhibit B** during the period of this Agreement. Said sum shall be paid after AUTHORITY receives invoices submitted by SUBRECIPIENT as provided hereinabove.

A. Amount and Expenditure End Date

The AUTHORITY agrees to reimburse the SUBRECIPIENT a maximum amount not to exceed \$311,500 from EHV Services Fee funds, as outlined in **Exhibit B**, Final Budget, and such funds shall be expended by the SUBRECIPIENT on or before December 31, 2022. SUBRECIPIENT has the ability to adjust line item amounts in the Budget with the written approval of the AUTHORITY's Executive Director of the Community Development Agency, so long as the total Budget amount does not increase.

B. Invoicing Procedures

The SUBRECIPIENT shall submit quarterly invoices (on or before the 15th day of April, July, October, and January) in a form prescribed by the AUTHORITY, detailing such expenses. Such schedule may be modified with the approval of the AUTHORITY.

C. Payment

Payment is subject to the receipt and approval of such invoices and quarterly activity reports, as hereinafter more fully set forth below under Reporting, with the final payment subject to the satisfaction of the condition precedent of submittal of complete invoicing and reporting information due on or before July 15 of the applicable funding year. The AUTHORITY shall pay such invoices within thirty (30) days after receipt thereof, provided the AUTHORITY is satisfied that such expenses have been incurred within the scope of this AGREEMENT and that the SUBRECIPIENT is in compliance with the terms and conditions of this AGREEMENT. The thirty (30) day period will discontinue if the reimbursement request is determined to be incomplete and will restart the thirty-day timeline once the remaining required elements have been submitted.

Failure to provide any of the required documentation and reporting will cause the AUTHORITY to withhold all or a portion of a request for reimbursement until such documentation and reporting has been received and approved by the AUTHORITY.

D. Use of Funds

The SUBRECIPIENT agrees to use said funds pursuant to this AGREEMENT to pay for necessary and reasonable costs allowable under federal law and regulations to operate said program only. Said amounts shall include and will be limited to housing search assistance, security deposit/utility deposit/rental application/holding fees, owner recruitment and outreach, owner incentive and/or retention payments, moving expenses, tenant-readiness services, essential household items, and renter's insurance if required by the lease as set forth in the EHV operating requirements in PIH Notice 2021-15. Allowable program costs are detailed in the Budget, as set forth in **Exhibit B**, attached hereto and by this reference incorporated herein. The SUBRECIPIENT'S failure to perform as required may, in addition to other remedies set forth in this AGREEMENT, result in readjustment of the amount of funds the AUTHORITY is otherwise obligated to pay to the SUBRECIPIENT pursuant to the terms hereof.

E. Condition of Funding

(1) The AUTHORITY advises the SUBRECIPIENT that a significant change in entitlement funding may result in a change in the current process utilized by the AUTHORITY to determine funding allocations. The SUBRECIPIENT acknowledges that the obligation of the AUTHORITY is contingent upon the availability of Federal, State or Local government funds, which are appropriated or allocated for the payment of such an obligation. If funding levels are significantly affected by Federal budgeting or if funds are not allocated and available for the continuance of the function performed by the SUBRECIPIENT, this AGREEMENT may be terminated by the AUTHORITY at the end of the period for which funds are available. At the earliest opportunity, the AUTHORITY shall notify the SUBRECIPIENT of any service which may be affected by a shortage of funds. No penalty shall accrue to the AUTHORITY in the event this provision is exercised and the AUTHORITY shall not be liable for any damages as a result of termination under this provision of this AGREEMENT. Nothing herein shall be construed as obligating the AUTHORITY to expend funds in excess of appropriations authorized by law.

(2) The SUBRECIPIENT shall allow representatives of the AUTHORITY or HUD to inspect facilities which are used in connection with the AGREEMENT or which implement programs funded under this AGREEMENT.

F. Reserved.

G. Program Income

(1) Definition. Program income means, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of EHV Services Fees, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

(2) Use. The SUBRECIPIENT shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this AGREEMENT.

H. Separation of Accounts

All funds received by the SUBRECIPIENT from the AUTHORITY pursuant to this AGREEMENT shall be maintained separate and apart from any other funds of the SUBRECIPIENT, or of any principal or member of the SUBRECIPIENT, in an account (the "Account") at a federally insured banking or savings and loan institution with record keeping of such Accounts maintained pursuant to applicable legal requirements. The SUBRECIPIENT shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. No monies shall be withdrawn from the Account except for expenditures relating to essential services, homeless prevention, and/or operations costs, as authorized hereunder. All disbursements from the Account shall be for obligations incurred in the performance of this AGREEMENT and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. The AUTHORITY may withhold payment allocation requests if the SUBRECIPIENT fails to comply with the above requirements until such compliance is demonstrated.

I. Expenditure of Funds

Much like how HUD requires the AUTHORITY, to expend all of the grant funds for eligible activity, it is a requirement for the SUBRECIPIENT to expend all of the grant funds for eligible activity costs within the designated period. For the purposes of this paragraph, expenditure means either an actual cash disbursement for a direct charge for a good/service or an indirect cost, or the accrual of a direct charge for a good/service or an indirect cost.

J. Prohibited Use

(1) Generally. The SUBRECIPIENT hereby certifies and agrees that it will not use funds provided through this AGREEMENT to pay for meals for persons other than those identified as homeless. Said funds shall not be used for entertainment purposes or for gifts. The SUBRECIPIENT certifies that it will not use said funds for illegal or dishonest conduct, rather, fund use will remain in compliance with all applicable federal, state, and local laws, including applicable laws not outlined in this AGREEMENT.

(2) Lobbying. The SUBRECIPIENT certifies and agrees that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The SUBRECIPIENT shall sign a certification to that effect in a form as set forth in **Exhibit C**, attached hereto and by this reference incorporated herein. The SUBRECIPIENT shall submit said signed certification to the AUTHORITY prior to performing any of its obligations under this AGREEMENT and prior to any obligation arising on the part of the AUTHORITY to pay any sums to the SUBRECIPIENT under the terms and conditions of this AGREEMENT. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions (see **Exhibit D**).

IV. NOTICES

The SUBRECIPIENT and the AUTHORITY agree that all notices required by this AGREEMENT shall be made in writing and delivered via mail (postage prepaid); commercial courier; personal delivery; or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless modified by subsequent written notice.

Communication and details concerning the AGREEMENT shall be delivered to the office of, and directed to, the following representatives:

AUTHORITY:

Hongloan Hull
 Operations Supervisor
 City of Santa Ana
 Community Development Agency
 20 Civic Center Plaza
 P.O. Box 1988
 Santa Ana, CA 92702-1988
 (714) 667-2247
hhull@santa-ana.org

SUBRECIPIENT:

Mercy House Living Centers
 PO Box 1905
 Santa Ana, CA 926702
 (714) 836-7188
 Attn: Larry Haynes Chief Executive Officer
 (714) 836-7188 x101
larryh@mercyhouse.net

V. GENERAL CONDITIONS**A. Coordination with Continuum of Care**

The SUBRECIPIENT must work with the Continuum of Care ("CoC") to ensure the screening, assessment, and referral of program participants are consistent with the AUTHORITY's written standards for providing EHV Services Fees assistance.

B. Terminating Assistance

If a program participant violates program requirements, the SUBRECIPIENT may terminate the assistance in accordance with a formal process established by the SUBRECIPIENT that recognizes the rights of individuals affected.

C. Independent Contractor

Nothing contained in this AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT and its subcontractors shall at all times remain independent contractors with respect to the services to be performed under this AGREEMENT. The AUTHORITY shall be exempt from payment of any Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

D. Subcontracts

- (1) Content Requirements. The SUBRECIPIENT will include all relevant provisions of this AGREEMENT in all subcontracts entered into as part of the activities undertaken in furtherance of this AGREEMENT and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 (Economic Opportunities for Low- and Very Low-Income Persons) and will not allow any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (2) Submission to the AUTHORITY. The SUBRECIPIENT must submit all subcontracts and other agreements that relate to this AGREEMENT to the AUTHORITY.

E. Licensing

The SUBRECIPIENT agrees to obtain and maintain all required licenses, registrations, accreditation, and inspections from all agencies governing its operations. The SUBRECIPIENT shall ensure that its staff and subcontractors shall also obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing the SUBRECIPIENT's operations hereunder. Such licensing requirements include obtaining a AUTHORITY business license, as applicable.

F. Responsibilities Toward Employees

The SUBRECIPIENT accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings, and any and all other taxes or payroll withholdings required for all employees engaged in the performance of the work and activities authorized by the AGREEMENT. The SUBRECIPIENT accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

G. Insurance and Bonding

(1) Generally. The SUBRECIPIENT shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, or damage to property (including property of Grantee) caused by the negligent acts or omissions, or negligent conduct of the SUBRECIPIENT, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities pursuant to this AGREEMENT.

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.427, and 2 CFR 200.447.

The SUBRECIPIENT shall undertake self-insurance, or shall obtain, at its sole cost, a policy or policies of commercial general liability insurance, or equivalent form.

Such insurance shall: (1) name the City of Santa Ana, its officers, agents, employees and volunteers as additional insureds; (2) be primary with respect to insurance or self-insurance programs maintained by the AUTHORITY; (3) contain standard separation of insureds provisions; and (4) give to the AUTHORITY prompt and timely notice of claim made or suit instituted arising out of the SUBRECIPIENT's operations hereunder.

(2) Limits. The SUBRECIPIENT shall maintain, at all times, the following minimum levels of Insurance, and shall, without in any way altering its liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below:

- a. Workers' Compensation. Amount must comply with State and Federal Laws

- b. Comprehensive General Liability. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage resulting from any one occurrence, including the following coverages:
 - i. Premises and Operations; and
 - ii. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the SUBRECIPIENT); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.
- c. The SUBRECIPIENT's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the AUTHORITY.

(3) Proof of Insurance. The SUBRECIPIENT shall furnish the AUTHORITY's Clerk of the Council with an insurance certificate from insurance carrier certifying that it carries such insurance and that the policy shall not be canceled nor the coverage reduced except upon thirty (30) days prior notice to the AUTHORITY.

The SUBRECIPIENT shall, prior to exercising any right under this AGREEMENT:

- a. furnish properly executed certificates of insurance and additional insured endorsement to the AUTHORITY which shall clearly evidence all coverage required above;
- b. provide that such insurance shall not be materially changed or terminated except on thirty (30) days prior written notice to the AUTHORITY;
- c. maintain such insurance for the period covered by this AGREEMENT; and
- d. replace such certificates for policies expiring prior to the expiration of this AGREEMENT.

(4) Company Rating. All insurance coverage shall be written with a company having an A.M. Best Rating of "A" or better and financial size of VIII or larger.

(5) Failure to Comply. In the event of any failure by the SUBRECIPIENT to comply with these provisions, the AUTHORITY may, after notice to the SUBRECIPIENT, suspend the program for cause until there is full compliance.

H. Zoning.

The SUBRECIPIENT agrees that any facility/property used in furtherance of said program shall be specifically zoned and permitted for such use(s) and activity(ies). Should the SUBRECIPIENT fail to have the required land entitlement and/or permits, thus violating any local, state, or federal rules and regulations relating thereto, the SUBRECIPIENT shall immediately make good-faith efforts to gain compliance with local, state, or federal rules and regulations following written notification of said violation(s) from the AUTHORITY or other authorized citing agency. The SUBRECIPIENT shall notify the AUTHORITY immediately of any pending violations. Failure to notify the AUTHORITY of pending violations, or to remedy such known violation(s), shall result in termination of grant

funding hereunder. The SUBRECIPIENT must make all corrections required to bring the facility/property into compliance with the law within sixty (60) days of notification of the violation(s); failure to gain compliance within such time shall result in termination of grant funding hereunder.

I. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

VI. ASSURANCES AND CERTIFICATIONS

A. Non-Profit Status

The SUBRECIPIENT certifies that:

(1) The SUBRECIPIENT is a duly organized and existing non-profit corporation in good standing and authorized to do business under the laws of the State of California and in possession of required non-profit status under the United States Internal Revenue Code [for example, 26 USC § 501(c)(3)]. The SUBRECIPIENT has full right, power, and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance, and delivery of this AGREEMENT by the SUBRECIPIENT has been fully authorized by all requisite actions on the part of the SUBRECIPIENT.

(2) If the SUBRECIPIENT's non-profit status changes at anytime during this AGREEMENT, it will advise the AUTHORITY within 15 days.

(3) If the SUBRECIPIENT is a private non-profit, it hereby agrees that the members of its Board of Directors will receive no compensation, directly or indirectly, other than reimbursement for expenses, from any funds generated from or because of the EHV Services Fee program, for their services.

(4) As a non-profit, the SUBRECIPIENT acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR 200.

B. Adherence to Federal, State, and Local Laws and Regulations

(1) General. The SUBRECIPIENT agrees to comply with all requirements of the EHV Services Fee program and applicable cross-cutting Federal, State, and Local requirements.

(2) Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR part 135 apply, except

that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(3) Civil Rights. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.

(4) Nondiscrimination and Equal Employment Opportunity. During the performance under this AGREEMENT, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086.

(5) Nondiscrimination and Equal Opportunity in Participation. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). The SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

(6) Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

(7) Fair Housing. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The SUBRECIPIENT has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

C. Falsification of Information

The SUBRECIPIENT represents and warrants that it has made no false statements to the AUTHORITY in the process of obtaining this award of the EHV Services Fee Funds.

D. Drug Free Workplace

The SUBRECIPIENT represents and warrants that it has established the following drug-free workplace policy:

- (1) The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace for any employee involved in a federally funded program.
- (2) As an employee working in conjunction with a federally funded program, the employees of the SUBRECIPIENT will be required to:
 - a. Abide by the terms above in statement (1), and
 - b. Notify the appropriate SUBRECIPIENT authorities and AUTHORITY officials of any criminal drug statute conviction for a violation occurring in the workplace. Such notification shall be made no later than five (5) days after conviction.
- (3) The AUTHORITY and the United States Department of Housing and Urban Development will be notified within ten days after receiving notice of any such violation.
- (4) Within thirty (30) days of receiving such notice, appropriate personnel action will be taken against such employee, up to and including termination.
- (5) Each such employee shall be required to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or Local health, law enforcement, or other appropriate agency.

E. Religious Organization

The SUBRECIPIENT may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of said program or services. If the SUBRECIPIENT conducts such activities, the activities must be offered separately, in time or location, from said programs or services, and participation must be voluntary for the program participants.

The SUBRECIPIENT shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

If the SUBRECIPIENT is a religious organization, it retains its independence from Federal, State, and Local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct EHV Services Fee funds to support any inherently religious activities.

The SUBRECIPIENT agrees that rehabilitation of structures by the religious organization in connection with said program must be in sound accord with the provisions under 24 CFR § 576.406.

F. Additional Terms between the AUTHORITY and HUD

The SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the Grant Agreement between HUD and the AUTHORITY and such other rules, regulations, or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this AGREEMENT by the parties hereto.

G. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participants' health or safety.

H. 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 the Hatch Act, 5 U.S.C. Section 1501 et seq.

I. Davis-Bacon Act

All laborers and mechanics employed by contractors or subcontractors in the performance of construction work, including alterations and repairs, in excess of \$2,000.00, financed in whole or in part with federal funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. sections 276a - 276a-5. Any such construction contract shall include and comply with the required contract provisions and rules set forth in 29 C.F.R. §5.5. Further, the payroll reports (along with the "Statement of Compliance") and basic records are required to be maintained and submitted, or made available, pursuant to 29 C.F.R. §5.5(a)(3). No payment, advance, grant, loan or guarantee of funds shall be approved by the federal agency unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of 29 C.F.R. §5.5. A breach of the contract clauses in 29 C.F.R. §5.5 may be grounds for termination of the contract, and for debarment as a contractor/subcontractor, as provided in 29 C.F.R. §5.12. Labor standards interviews/investigations shall be made as necessary to assure compliance. See 29 C.F.R. §5.6(a)(3).

VII. ADMINISTRATIVE REQUIREMENTS

A. Generally

The following requirements and standards must be complied with: 2 CFR Part 200, et al. SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326.

B. Procurement

(1) Compliance. The SUBRECIPIENT shall comply with current HUD and AUTHORITY policies concerning the procurement of equipment, goods, and services, and shall maintain

inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. The SUBRECIPIENT shall report to the AUTHORITY all program assets (unexpended program income, property, equipment, etc.), and upon the AUTHORITY'S request, such assets shall revert to the AUTHORITY upon termination of this AGREEMENT.

(2) Pursuant to 2 CFR 200.331 (a) (4), the Indirect Cost Rate for the SUBRECIPIENT'S award shall be an approved federally recognized cost rate negotiated between the SUBRECIPIENT and the Federal government, or, if no cost rate exists, the de minimis indirect cost rate as defined in 2 CFR 200.414(b) Indirect (F & A) costs shall be used. For this agreement, the de minimis indirect cost of 10% will apply.

(3) Use and Reversion of Assets. The use and disposition of equipment under this AGREEMENT shall be in compliance with the requirements of 2 CFR Part 200.

(4) Pursuant to the CARES Act, SUBRECIPIENT may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for, and respond to coronavirus, notwithstanding 24 CFR 576.407(f) and 2 CFR 200.317-200.326.

C. Reporting

Reporting requirements must conform to the policies and procedures as established by the AUTHORITY and 24 CFR § 576.500. The SUBRECIPIENT shall submit to the AUTHORITY, on or before the 15th day of October, January, April, and July, as part of the Quarterly Report:

- (1) Payment Request. An original request for reimbursement and true copies of invoices, receipts, agreements, or other documentation supporting and evidencing how the EHV Services Fee Funds have been expended during the applicable quarter.
- (2) Quarterly Activities and written cumulative (year-to-date) reports of activities, program accomplishments, new program information, and up-to-date program statistics on expenditures, caseload and activities. Failure to provide any of the required documentation and reporting will cause the AUTHORITY to withhold all or a portion of a request for reimbursement until such documentation and reporting has been received and approved by the AUTHORITY.
- (3) Any other such reports as the AUTHORITY (or HUD) shall reasonably require and/or request, including but not limited to the following information: monthly records of all ethnic and racial statistics of persons and families benefited by the SUBRECIPIENT in the performance of its obligations under this AGREEMENT.

D. Record Keeping

Sufficient records must be established and maintained to enable the AUTHORITY and HUD to determine whether the EHV Services Fee requirements are being met. Record keeping requirements must conform to the policies and procedures as established by the AUTHORITY. All accounting records, reports, all evidence pertaining to costs, expenses, and EHV Services Fee Funds of the SUBRECIPIENT, and all documents related to this AGREEMENT shall be maintained and kept available at the SUBRECIPIENT'S office or place of business for the

duration of the AGREEMENT and thereafter for five (5) years post-completion of an audit in conformity with the EHV Services Fee requirements, except as hereinafter provided relating to retention of any records or documentation existing, created, or maintained in compliance with Lead-based Paint regulations, which likely require longer retention as outlined below. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this AGREEMENT, or (b) costs and expenses of this AGREEMENT to which the AUTHORITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims, or exceptions. All said records must be retained for the greater of the aforementioned duration or the periods specified in 24 CFR 576.500(y). All records relating to, or created or maintained in compliance with, the Lead-Based Paint regulations shall be retained and maintained by the SUBRECIPIENT indefinitely, including without limitation, all inspection report(s), disclosure statement(s), and clearance report(s). Copies made by microfilming, photocopying, or similar methods may be substituted for the original records. The AUTHORITY, HUD and auditors shall have the right to access all the SUBRECIPIENT records for as long as the records are retained by the SUBRECIPIENT. In the event the SUBRECIPIENT does not make the above-referenced documents available within the City of Santa Ana, California, the SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by the AUTHORITY in conducting any audit at the location where said records and books of account are maintained.

The SUBRECIPIENT agrees to meet the requirements set forth in 24 CFR § 576.500.

VIII. EVALUATION AND MONITORING

A. Generally

The AUTHORITY will monitor the performance of the SUBRECIPIENT against goals and performance standards as required herein. The SUBRECIPIENT shall provide the AUTHORITY all necessary reporting information as required by the AUTHORITY in the administration and review of the Program. Substandard performance as determined by the AUTHORITY will constitute noncompliance with this AGREEMENT. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the AUTHORITY, contract suspension or termination procedures will be initiated.

B. Access to Records

The SUBRECIPIENT gives the AUTHORITY and HUD, including their authorized representative, access to and the right to examine all records, books, papers, items, emails, and documents, both physical and electronic, relating to the program.

C. Audit

The AUTHORITY shall have the right to audit and monitor any program income as a result of an EHV Services Fee activity. Upon request by the AUTHORITY and for audit purposes, the SUBRECIPIENT further agrees to provide all files, records, and documents pertaining to related activities and clientele demographic data.

IX. LIABILITY**A. Generally**

Each party to this AGREEMENT acknowledges that it will be liable for its own negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each party further agrees to defend itself and themselves, and to pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this AGREEMENT shall impute or transfer any such liability from one to the other. In other words, the SUBRECIPIENT agrees to be fully responsible for its negligent acts or omissions, or any intentional tortuous acts which result in claims or suits against the AUTHORITY, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by a State or AUTHORITY agency or subdivision to be sued by third parties in any matter arising out of any contract, and nothing herein is intended to serve as a waiver of sovereign immunity where sovereign immunity applies.

B. AUTHORITY not Liable for Funds

The SUBRECIPIENT further acknowledges that the source of the EHV Services Fee Funds is a federal pass-through grant to the SUBRECIPIENT. The AUTHORITY shall have no obligation to advance or pay the SUBRECIPIENT with any funds other than the EHV Services Fee Funds the AUTHORITY receives from HUD.

C. Hold Harmless

The SUBRECIPIENT shall defend, indemnify and save harmless the AUTHORITY, its officers, agents, employees, representatives, volunteers, and student externs from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the AUTHORITY, and shall defend, indemnify and save harmless the AUTHORITY, its officers, agents, employees, representatives, volunteers, and student externs from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers compensation claims and attorney fees/expenses for litigation or settlement, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the SUBRECIPIENT, its officers, directors, employees, agents, subcontractors, and suppliers arising out of the SUBRECIPIENT's performance of this AGREEMENT.

X. CONFLICTS OF INTEREST

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

XI. ASSIGNABILITY

None of the duties of, or work to be performed by, the SUBRECIPIENT under this AGREEMENT shall be subcontracted or assigned to any agency, consultant, or person without the prior written consent of the AUTHORITY. The SUBRECIPIENT must submit all subcontracts and other agreements that relate to this AGREEMENT to the AUTHORITY. No subcontract or assignment shall terminate or alter the legal obligations of the SUBRECIPIENT pursuant to this AGREEMENT.

XII. EXCLUSIVITY OF AGREEMENT

This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the use of the AUTHORITY's EHV Services Fee Funds by the SUBRECIPIENT and contains all the covenants and agreements between the parties with respect to such EHV Services Fee Funds in any manner whatsoever. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both the AUTHORITY and the SUBRECIPIENT.

XIII. AMENDMENTS OR MODIFICATIONS

The SUBRECIPIENT shall not obligate, encumber, spend, or otherwise utilize program funds for any activity or purpose not included or not in conformance with the budget as apportioned and as submitted to the AUTHORITY unless:

- (1) The SUBRECIPIENT has received explicit written approval from the AUTHORITY to undertake such actions, or
- (2) Budget changes may be made among approved program activities and among approved budget categories so long as the specific project activity has been approved, there is no change to the total grant amount, and the changes to the budget are documented.

Any program modification request by the SUBRECIPIENT must be requested at least forty-five (45) days prior to the end of the term of this AGREEMENT. No modification to this AGREEMENT shall be binding by either party unless in writing and signed by both parties.

In the event that the AUTHORITY approves any amendment to the funding allocation, the SUBRECIPIENT shall be notified in writing and such notification shall constitute an official amendment.

The AUTHORITY may, at its discretion and upon provision of proper notice to the SUBRECIPIENT, amend this AGREEMENT to conform with changes in Federal, State, and/or the AUTHORITY laws, regulations, guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this AGREEMENT.

XIV. VIOLATION OF TERMS AND CONDITIONS**A. Termination**

If, due to any cause, the SUBRECIPIENT fails to comply with the terms, conditions or requirements of this AGREEMENT, or any prior AGREEMENT whereby EHV Services Fee funds were received by the SUBRECIPIENT, whether stated in a Federal statute or regulation, an assurance, a State plan or application, a notice of award, or elsewhere, the AUTHORITY may terminate or suspend this AGREEMENT in accordance with 2 CFR 200.339 and in accordance with 2 CFR 200.340 by giving written notice, and the AUTHORITY may request in writing that all or some of the grant funds be returned even if the SUBRECIPIENT has expended the funds.

If the SUBRECIPIENT reports inaccurately, or if on audit there is a disallowance of certain expenditures, the SUBRECIPIENT agrees to remedy the acts or omissions causing the disallowance and repay the AUTHORITY all amounts spent in violation thereof. If the SUBRECIPIENT engaged in fraudulent activity to obtain and/or justify expenditure of the EHV Services Fee funds granted hereunder, the SUBRECIPIENT shall be required to reimburse the AUTHORITY of all such funds that were obtained and/or spent under fraudulent circumstances, and the AUTHORITY reserves the right to take other remedies that may be legally available.

The SUBRECIPIENT agrees to return all funds as requested by the AUTHORITY under this section within thirty (30) days of receipt of the written request.

Any objections regarding terminations or suspensions shall be made by the SUBRECIPIENT in writing and mailed to the AUTHORITY pursuant to the above NOTICES section.

XV. CLOSE-OUT

The SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR 200.343, including the following:

1. SUBRECIPIENT must submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award;
2. Unless the AUTHORITY authorizes an extension, SUBRECIPIENT must liquidate all obligations incurred under the Federal award not later than ninety (90) calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award;
3. SUBRECIPIENT must promptly refund any balances of unobligated cash that the AUTHORITY paid in advance or paid and that is not authorized to be retained by SUBRECIPIENT for use in other projects (See OMG Circular A-129 and 2 CFR 200.345);
4. SUBRECIPIENT must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR 200.310-200.316 and 200.329; and,

5. The AUTHORITY should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

XVI. VALIDITY AND SEVERABILITY

The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of any other provision of this AGREEMENT. Whenever possible, each provision of this AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this AGREEMENT.

XVII. LAWS GOVERNING THIS AGREEMENT

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal laws and regulations.

XVIII. WAIVER

No delay or omission by the AUTHORITY hereto to exercise any right or power accruing upon any noncompliance or default by the SUBRECIPIENT with respect to any of the terms of this AGREEMENT shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.


XIX. AGREEMENT DOCUMENT, EXHIBITS, AND ATTACHMENTS

All of the attachments and exhibits attached to this AGREEMENT are deemed incorporated by reference. This document may be executed in three (3) counterparts, each of which shall be deemed to be an original.

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this AGREEMENT, and shall indemnify the AUTHORITY fully, including reasonable costs and attorney's fees, for any injuries or damages to the AUTHORITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date and year first above written.

ATTEST



 DAISY GOMEZ
 Recording Secretary

**HOUSING AUTHORITY OF THE CITY OF
SANTA ANA**



 STEVEN A. MENDOZA
 Executive Director

APPROVED AS TO FORM
SONIA R. CARVALHO
 Authority General Counsel

By: 

 RYAN O. HODGE
 Assistant Counsel

MERCY HOUSE LIVING CENTERS



 Larry Haynes
 Chief Executive Officer
 DUNS #:879797165



Housing Authority of the City of Santa Ana
Scope of Work

Name of Organization Mercy House Living Centers
Name of Funded Program Landlord Engagement Program

Annual Accomplishment Goal

I. Total number of unduplicated clients (Santa Ana and Non-Santa Ana Residents) anticipated to be served by the funded program, named above, during the **contract period**.

89 Persons

II. Number of unduplicated Santa Ana residents expected to be served by the funded program during the **contract period**.

89 Persons

Program and Funding Description

III. Description of Work - In the space below, describe the program to be funded during the **contract period**. What specific activities will be undertaken during the contract period. Please be concise in your response. Only the viewable space will print.

The Mercy House Landlord Engagement Program (Program) will provide housing support assistance and housing stabilization services to Participants who are issued an Emergency Housing Voucher (EHV) by the Santa Ana Housing Authority (SAHA).

The Program will focus on identifying rental units and making these available to households looking to become safely and stably housed during the COVID-19 pandemic in coordination and collaboration with housing service providers.

The Program will focus on assisting eligible households with securing long-term stable rental housing that meets the minimum standards required of EHV vouchers.

Services provided include: housing search assistance, housing navigation and stabilization services, funding for security deposits, holding fees, application fees, rental insurance, landlord incentives, recruitment and outreach to property owners, and other direct and indirect costs of the Program as outlined in the Program Budget attached herein.

Schedule of Performance

Estimate the number of unduplicated Santa Ana residents to be served by the funded program during the 12-month contract period per quarter. (Enter number of new Santa Ana clients served each quarter)

FY 21-22: Quarter 2: October 1 - December 31	0	Total unduplicated Santa Ana Residents to be served.
FY 21-22: Quarter 3: January 1 - March 31	30	
FY 21-22: Quarter 4: April 1 - June 30	30	
FY 22-23: Quarter 1: July 1 - September 30	29	
	89	

Schedule of Invoicing

Estimate the amount of grant funds to be requested during the 12-month contract period on a quarterly basis.

FY 21-22: Quarter 2: October 1 - December 31	\$0.00	Total Grant
FY 21-22: Quarter 3: January 1 - March 31	\$103,833.33	
FY 21-22: Quarter 4: April 1 - June 30	\$103,833.33	
FY 22-23: Quarter 1: July 1 - September 30	\$103,833.33	
	\$ 311,500.00	

Final Budget

Organization Name

Mercy House Living Centers

Program Name

Landlord Engagement Program

Expenditures

Category	Expenses Funded by Santa Ana - EHV	Expenses Funded by Other Sources	Total Program Budget	Total Organizational Budget
Housing Relocation and Stabilization Services				
Program Staff Salaries	\$ 159,547		\$ 159,547	
Program Staff Fringe Benefits	\$ 15,868		\$ 15,868	
Direct Assistance				
Security Deposit/Utility Deposit/Rental Application/Hold Fees	\$ 12,500		\$ 12,500	
Utility Payments	\$ -		\$ -	
Moving Costs			\$ -	
Renter's Insurance Required by the Lease	\$ 350		\$ 350	
Mitigation Fund			\$ -	
Furnishings	\$ 82,000		\$ 82,000	
Transportation Assistance	\$ 10,085		\$ 10,085	
Other Assistance				
Landlord Incentive			\$ -	
			\$ -	
			\$ -	
Indirect				
Indirect Cost	\$ 31,150	\$ -	\$ 31,150	
Total	\$311,500	\$0.00	\$311,500	\$0.00

LIST ALL OTHER PROGRAM FUNDS THAT HAVE BEEN SECURED
(Total Funds for Program must equal Total Program Budget above)

Source	Amount
Santa Ana EHV Special Fees	\$ 311,500
Total EHV Special Fees Request	\$ 311,500
Total Funds for the Program	\$ 311,500

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION - Attached)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Larry Haynes, Chief Executive Officer

Name and Title of Authorized Representative



Signature

1/21/2022

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and voluntary exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Certification Regarding Lobbying

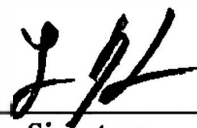
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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. Code. 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.

Mercy House Living Centers	Landlord Engagement Program
Grantee/Contactor Organization	Program Title
Larry Haynes, Chief Executive Officer	1/21/2022
Name of Certifying Officer	Date



SUBRECIPIENT warrants the following:

1. SUBRECIPIENT will comply with Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U. S. C. section 2000 et seq.) and implementing regulation in 24 CFR Part 1.
2. No person in the United States shall on the ground of race, color, religion, national origin, or sex, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to the ACT.
3. All laborers and mechanics, employed by contractors or subcontractors in the performance of construction work financed in whole or in part with community development funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined in accordance with the Davis-Bacon Act, as amended, 40 U. S. C. Sections 276 a 1-5, except for individuals who perform services for which they volunteered; do not receive compensation for such services; or are paid expenses, reasonable benefits, or a nominal fee for such services; and are not otherwise employed at any time in construction work.
4. SUBRECIPIENT will comply with all Federal statutes applicable to projects funded with community development funds, except that (a) SUBRECIPIENT does not assume CITY'S environmental responsibilities described at 24 CFR 570.604; and (b) SUBRECIPIENT does not assume CITY'S responsibility for initiating the review process under Executive Order 12372.