

**AGREEMENT BETWEEN CITY OF CHICO AND
COMMUNITY ACTION AGENCY OF BUTTE COUNTY (ESPLANADE HOUSE)
FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
Community Organization Funding Program - Public Services Activity
(2020-2021 Fiscal Year)**

THIS AGREEMENT is made effective July 1, 2020, between the City of Chico, a California charter city, ("City"), and Community Action Agency of Butte County (Esplanade House), a California non-profit corporation ("Provider").

WHEREAS, Provider is a non-profit corporation organized under the laws of the State of California and qualifying for Federal Tax Exempt Status; and

WHEREAS, the City is a recipient of United States Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") funds, and desires to allocate a portion of its CDBG Funds ("Funding") to Provider for the sole purpose of supporting Provider's delivery of services and programs to City's residents, on the terms and conditions set forth herein.

NOW, THEREFORE, Provider and City agree as follows:

1. PROGRAMS AND SERVICES

- A. Provider shall render to City's residents those services as set forth in attached Exhibit "A", entitled "Statement of Services for Use of City of Chico Community Development Block Grant (CDBG) Funds." Such services shall be provided in a manner and quality satisfactory to City, and consistent with any applicable standards required as a condition to Provider receiving the Funding.
- B. National Objectives. Provider recognizes and agrees that all activities funded with the Funding shall meet at least one of the following CDBG program's National Objectives: (1) benefit low-and-moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in Title 24 of the Code of Federal Regulations ("CFR") 570.208. Provider certifies that the activities and services to be carried out under this Agreement will meet such National Objective(s) as described in Exhibit "A".
- C. Levels of Accomplishment – Provider acknowledges and agrees that the activities and services carried out with the Funding are subject to goals and performance measures, which may include such measures as units rehabbed, persons or households assisted, or meals served, and timeframes for performance. Provider agrees to provide the levels of program standards outlined in Exhibit "A".

2. TERM/TERMINATION

- A. The term of this Agreement shall be for that period set forth in Exhibit "A". If City approves subsequent funding for Provider, this Agreement may be amended and/or renewed in writing to provide for a new funding period. The term of this Agreement and the provisions hereof shall be extended to cover any additional time period which Provider remains in control of Funding or other CDBG assets, including program income.
- B. Provider's obligation(s) to the City under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all used materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.
- C. Termination for Convenience. The City may terminate this Agreement, with the consent of the Provider, upon the parties' agreement of the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. This Agreement may be terminated by Provider upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the remaining portion of this Agreement will not accomplish the purpose for which the Funding was provided, the City may terminate this Agreement in its entirety.
- D. Termination for Lack of Funds. City may, in its sole and absolute discretion, terminate this Agreement and Provider's allocated Funding in whole or in part by providing ninety (90) days written notice that adequate funds are not available to perform this Agreement.

3. FUNDING

Funding for the term of this Agreement shall be the amount allocated and approved by the City Council in its annual budget and its annual CDBG Statement with respect to Provider, as set forth in Exhibit "A."

4. USE OF FUNDING

Use of the Funding by Provider shall be subject to the following terms and conditions:

- A. Any Funding paid to Provider shall be used solely for the purposes set forth in Exhibit "A".
- B. Funding paid hereunder shall not apply toward indirect costs unless Provider has submitted to City in writing, and City has approved in writing in its sole and absolute discretion, an Indirect Cost Allocation Plan.

- C. Provider shall comply with all applicable uniform administrative requirements set forth in 2 CFR part 200, which are expressly incorporated in their entirety into this Agreement, and to which Provider expressly acknowledges having read, agreed to, and understands. All expenditures of City funds by Provider shall be made strictly within the limitations of the 2 CFR part 200 which, as of the date of this Agreement, may be found here: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
- D. Provider shall comply with federal civil rights laws including, but not limited to Title VI of the Civil Rights Act of 1964, as amended (non-discrimination); Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and Title VIII of the Civil Rights Act of 1968, as amended (the Fair Housing Act).
- Providers with 15 or more employees must designate a Section 504 Coordinator, establish grievance procedures and include non-discrimination notices in informational, advertising and marketing materials for CDBG funded activities.
- E. Funding paid hereunder shall be expended solely for the benefit of City's residents, i.e., persons living within the jurisdictional limits of the City. Provider shall keep accurate and complete records of persons served by it as to their residency.
- F. Provider shall render services utilizing Funding only to recipients meeting appropriate eligibility criteria as set forth in Exhibit "B". Upon request, Provider shall further provide a letter to the City describing the methodology by which income of recipients is determined.
- G. Provider shall charge only those fees set forth in Exhibit "C" for services provided, and shall keep complete and accurate records of fees charged.
- H. Provider shall administer its programs in conformance with applicable Circulars and regulations governing cost principles applicable to its organization, including those set forth in 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- I. Any fees charged to eligible recipients for services under this Agreement shall be added to funds allocated by City and used to further eligible program services as described in Exhibit "A". In the event existing provisions of an agreement between Provider and its primary funding agency conflict with this section, the requirements of the primary funding agency take precedent; provided that the City is provided a copy of such existing agreement and indicates in writing the City's consent to the same.
- J. Provider shall not use any of the Funding for the purpose of influencing or attempting to influence an elected official or officer or employee of any local, state or federal agency, or in support or opposition of any political candidate or ballot

measure. Provider agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C. (the Hatch Act).

- K. Provider shall abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:
 - 1. Provider shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - 2. No employee, officer, or agent of Provider shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - 3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have a business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Provider, or any designated public agency.
- L. Provider agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.
- M. Any CDBG Program Income, as defined by the Code of Federal Regulations, generated by Provider shall be returned to the City except as expressly provided otherwise herein, or as otherwise agreed to in writing by the City.
- N. Provider shall submit regular progress reports to the City in the form, content, and frequency as required by City.
- O. Notwithstanding anything hereinabove to the contrary, any exceptions or special provisions relating to this Agreement shall be as set forth in Exhibit "A".

5. APPORTIONMENT OF FUNDING

Compensation under this Agreement shall be provided from the Public Services activity of City's Community Development Block Grant (CDBG) Program. In accordance with

CDBG regulations, payment for services shall be made after services have been rendered and in accordance with the invoicing procedures set forth herein. To the extent available, as judged from the City's sole and absolute discretion, City may advance to Provider payment of a portion of the allocation for the fiscal year in order to allow Provider to continue operation.

6. REPAYMENT OF FUNDING

If, upon the completion of the term set forth in Exhibit "A" or upon the termination of this Agreement, whichever first occurs, any Funding advanced to Provider remains unexpended, Provider shall return the unexpended Funding and any Program Income to City within thirty (30) days of the expiration of the term, or shall make a request in writing to retain the Funding. Any request to retain Funding or Program Income shall be submitted to the City Manager and must be received no later than thirty (30) days prior to the expiration of the term, and the City's approval of such request shall be memorialized in a subsequent agreement between the parties setting forth the activities that will be undertaken with the same. Notwithstanding the foregoing, at the end of any program year during the term of this Agreement, the City may require remittance of all or portion of any Program Income balances held by Provider.

7. DOCUMENTS, REPORTS AND RECORDS

- A. Provider shall at all times maintain a complete and current set of financial and statistical record of all its activities which shall clearly reflect the application and use of the Funding paid to it by City, as required by the CFR. Such records include but are not limited to the following, as applicable to Provider's activities:
1. Records providing a full description of each activity undertaking;
 2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
 3. Records required to determine the eligibility of activities;
 4. Records required to document the acquisition, improvement, use or disposition or real property acquired or improved with CDBG assistance;
 5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
 6. Financial record as required by 24 CFR 570.502, and 2 CFR 200; and
 7. Other records necessary to document compliance with Subpart K or 24 CFR Part 570.

All such records shall be in a form satisfactory to the Administrative Services Director, and shall be subject to inspection or audit by the Administrative Services Director at any reasonable time during the normal and usual business hours of Provider. However, recognizing that Provider may from time to time render services to recipients which are highly personal and confidential in nature, City, in its dealings with Provider, will endeavor to maintain that confidentiality and will not require a public record to be made or provided that will serve to violate the confidentiality requirements of Provider, subject to the requirements of applicable law. Any inspection or audit of Provider's records to ensure compliance with this Agreement shall be made by City's Administrative Services Director or his/her designee, or by a Certified Public Accountant selected by City, and Provider shall make its records available to the City for this purpose.

B. Provider shall file a "Report for Use of City of Chico Community Development Block Grant Funds" (Exhibit "D") with City as follows:

1. For the first quarter of the term (July 1 - September 30), no later than October 31;
2. For the second quarter of the term (October 1 – December 31), no later than January 31; and
3. For the second half of the term (January 1- June 30), no later than July 15.

Payment of the second installment of City Funding will not be made until the required reports at (1) and (2) above, have been received and approved by the Community Development Director or his/her designee.

Payment of any Funding allocated for a subsequent term will not be made until all reports have been received and approved by the Community Development Director or his/her designee.

C. Provider shall submit to City any independent audits of its program completed within the term of this Agreement within thirty (30) days of receipt and acceptance by Provider's Board of Directors. Such audits may be used by City in place of or in addition to any audit performed by City.

D. Provider shall collect demographic data as required by HUD and report the demographic characteristics of program recipients on the form attached hereto as Exhibit "E", for periods as set forth above. Cumulative totals for each demographic category must be provided on year-end report due each July 15 during the term of this Agreement.

E. By execution of Lobbying Certification (Exhibit "F"), Provider shall certify that Funding will not be used to support lobbying efforts and that any other funds used for lobbying will be disclosed as set forth in the Lobbying Certification.

- F. Provider shall retain all documents pertaining to this Agreement for a period of five (5) years after this Agreement's termination (or for any further period that is required by law), and until all Federal or City audits are complete and exceptions resolved for this Agreement's funding period. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Upon request, Provider shall make these records available to authorized representatives of the City and the United States Government.

8. ON-SITE MONITORING

A. PROGRAMMATIC:

Authorized representatives of HUD and City shall be allowed to monitor the performance of Provider against the goals and performance outlined in this Agreement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Provider within a reasonable period of time after being notified by City, contract suspension or termination procedures may be initiated. Such monitoring may include, but is not limited to, observation of services provided, interviews with Provider personnel and staff involved in project operations and validation of source data used in the preparation of reports to City.

The City will advise Provider in writing of any monitoring concerns or findings within thirty (30) days after a monitoring visit. Provider shall respond to the concerns/findings within ten (10) days.

B. FISCAL:

The Administrative Services Director or his/her designee, or a certified public accountant selected by City, shall conduct an annual audit of Provider's records maintained in connection with the operations and services performed pursuant to this Agreement. Such audit will be conducted in accordance with audit guidelines prescribed by HUD. Provider shall make its records available for this purpose.

The Administrative Services Director may accept an audit from an independent auditor in lieu of or in addition to a City audit. City will supply Provider with a preliminary draft of the audit report and hold a conference with Provider to discuss the report if any findings are noted. Provider shall respond to all findings within ten (10) working days after the conference. The response will be incorporated in the audit report for submittal to the City Manager.

City will notify Provider of any disallowed expenses. Provider shall make payment of disallowed expenses to City within thirty (30) days of such notification, unless otherwise specified by City.

9. HOLD HARMLESS CLAUSE

Provider shall hold City, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liabilities arising out of or relating to this Agreement. Should City or any of its officers, boards and commissions, and members thereof, its employees or agents, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this Agreement, Provider shall defend City and its officers, boards and commissions, and members thereof, its employees and agents, and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise, including the payment of any and all attorney's fees.

10. AMENDMENTS

The City or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the party's governing body as applicable. Such amendments shall not invalidate this Agreement, nor relieve or release the parties from their obligations under this Agreement.

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 parties.

11. LEGAL COMPLIANCE

The Provider agrees to comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits, including but not limited to the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG, including subpart K of these regulations, except that (1) the Provider does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Provider does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Provider shall maintain all presently required permits and shall secure any new permits required by authorities herein with jurisdiction over the work, project, or services provided by Provider with the Funding.

12. NON-DISCRIMINATION CLAUSE

Provider agrees that in the performance of this Agreement and in the provision of any service or services funded in whole or in part by the grant made by City to Provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person on the grounds of sex, race, creed, color, national origin or ancestry, religion, age, familial or marital status, medical condition, genetic information, gender, source of income, veteran status or disability. In the event Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

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

14. WORKER'S COMPENSATION

The Provider shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this Agreement

15. NOTICES

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

16. SUBCONTRACTS

The Provider shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement. The Provider shall monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documentation of follow-up actions taken to correct areas of noncompliance. The Provider shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement. The Provider shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all

subcontracts shall be forwarded to the City along with documentation concerning the selection process.

17. ASSIGNABILITY

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

18. SEVERABILITY

If any provision of this Agreement is held invalid, the remaining of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

19. HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

20. WAIVER

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

21. DEFAULTS; REMEDIES

A. ENFORCEMENT BY CITY DUE TO DEFAULT BY PROVIDER:

In the event Provider materially fails to comply with any term of this Agreement, City may take one or more of the actions provided under the CFR, including 2 CFR 200.338-.342 relating to "Remedies for Noncompliance," or City may avail itself of any other remedies available at law or equity for breach of this Agreement.

B. RECAPTURE:

Provider shall have the affirmative obligation to repay, and City shall have the affirmative right to recapture from Provider all (or any portion of) Funding disbursed to Provider hereunder in the event of Provider's default hereunder or in the event Provider refuses to accept or fails to comply with any conditions which may subsequently be imposed by HUD for the operation of the CDBG Program.

22. ENTIRE AGREEMENT

This Agreement, and the exhibits, documents, laws, rules, guidelines, circulars, and regulations referenced and hereby expressly incorporated herein, constitute the entire agreement between City and Provider for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Provider with respect to this Agreement.

23. SUSPENSION AND DEBARMENT

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Provider is required to verify that none of the Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters in to.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their officers hereunder duly authorized, have executed this Agreement on August 17, 2020.

COMMUNITY ACTION AGENCY OF BUTTE COUNTY (ESPLANADE HOUSE)

CITY OF CHICO


By: 
Tom Tenorio
Executive Director

By: 
Mark Orme
City Manager

REVIEWED AS TO CONTENT:

APPROVED AS TO CONTENT:


By: 
Scott Dowell
Administrative Services Director*

By: 
Marie Demers
Housing Manager

* Reviewed by Finance and Information Systems

APPROVED AS TO FORM:

Authorized pursuant to
Section 2R.04.170 of the Chico Municipal
Code and Approval of 2020-2021 City
Budget

By: 
Andrew Jared**
City Attorney

**Approved pursuant to The Charter of the City of Chico §906(D)

EXHIBIT "A"
STATEMENT OF SERVICES FOR USE OF
CITY OF CHICO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS
Public Services Activity

Name of Provider: Community Action Agency of Butte County at The Esplanade House
Address: P.O. Box 6369, Chico, CA 95927 **Telephone:** (530) 712-2600
Contact Person/Title: Thomas Tenorio, CEO ttenorio@buttecaa.com

Are clients presumed low income beneficiaries? Yes

Term of this Agreement: July 1, 2020 through June 30, 2021

PROGRAM DESCRIPTION:

The Esplanade House Traditional Housing Program is a 12-18 month program of the Community Action Agency of Butte County. The program offers homeless families with children a safe place to live and an intensive services program that addresses the causes of homelessness. Opportunities are provided for parents to reclaim their lives and gain the skills and attitudes necessary to become responsible citizens and better parents. Children receive intensive services to address the trauma they have experienced due to their family's homelessness.

PERFORMANCE GOALS: (define and enumerate)

Number of city residents to be assisted with CDBG funds (adults)..... 68 *

SERVICES TO BE PROVIDED TO CITY RESIDENTS FROM CITY FUNDING AS SET OUT IN BUDGET FOR USE OF CDBG FUNDS:

Portion of utility costs for the Transitional Housing Residential Units	\$ <u>27,000.00</u>
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TOTAL ANNUAL ALLOCATION: **\$ 27,000.00**

*Unduplicated demographic information required on each person served

EXHIBIT "B"
COMMUNITY ACTION AGENCY OF BUTTE COUNTY
AT THE ESPLANADE HOUSE

ELIGIBILITY CRITERIA FOR USE OF
CITY OF CHICO COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Services are designed exclusively for homeless families with children. Families eligible for residential services must: meet the HUD definition of homeless; be very-low income (less than 50% of Area Median Income); have at least one child living in the household under the age of 18; 80% of residential units require that at least one member of the household must have a disabling condition (substance addiction, mental health disorder, physical or developmental disability).

EXHIBIT "C"
COMMUNITY ACTION AGENCY OF BUTTE COUNTY
AT THE ESPLANADE HOUSE

FEE SCHEDULE FOR USE OF
CITY OF CHICO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

Depending on their monthly income, residents in the transitional housing program are required to set aside either 20% or 30% of their monthly income into a trust fund which is held for them to use towards permanent housing deposits when they leave the program. The residents are also asked to pay a participation fee equivalent to 20-30% of their monthly income. This helps to offset the operations cost of the program.

EXHIBIT "D"
REPORT FOR
CITY OF CHICO COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
Public Services Activity – 2020-2021 Fiscal Year
 Account Number: 201-540-6105/98540-000-4980

Name of Provider: Community Action Agency of Butte County at The Esplanade House
Address: P.O. Box 6369, Chico, CA 95927
Contact Person/Title: Thomas Tenorio, CEO

Report Period (Check One)

- 1st report (July 1 - September 30) report due no later than October 31
- 2nd report (October 1 - December 31) report due no later than January 31
- Final report (January 1 - June 30) report due no later than July 15

Total - Annual CDBG Allocation: \$ 27,000

Services provided to CITY RESIDENTS DURING THIS REPORT PERIOD:

Performance Goal (68): Number of Adults Served _____ *

New Adult Clients Served (reports 2 & 3 only) _____ *

Optional Reporting:

Number of households served thus far this funding year _____

Total number of adults served thus far this funding year _____

ORGANIZATION EXPENDITURES THIS REPORTING PERIOD:

Portion of utility costs for the Transitional Housing Residential Units	_____
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CDBG FUNDED EXPENDITURES THIS REPORTING PERIOD:

Portion of utility costs for the Transitional Housing Residential Units	_____
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I hereby certify the above information to be true and correct to the best of my knowledge and that no CDBG program income was generated in connection with this funding agreement.

SUBMITTED BY:

ACCEPTED BY:

 Thomas Tenorio, CEO

 City of Chico

 Date

 Date

*Demographic information required on each person served

Exhibit "E"
 Agreement Between City of Chico and Community Action Agency of Butte County at The Esplanade House
 Community Development Block Grant Public Services Funds
Fiscal Year 2020-2021

Period July 1-Sept. 30
 Period Oct. 1-Dec. 30
 Period Jan. 1- June 30 to
 include Year-End Cumulative

	Due Oct. 31
	Due Jan. 31
	Due July 15

Client/Address/ID #	Income (% of AMI)				Newly Served This Period	Female HH	Elderly >62 yrs.	Disabled	Hispanic/Latino	Race									
	Extremely Low 30%	Very Low 50%	Low 60%	Lower (80%)						A	B	C	D	E	F	G	H	I	
										American Indian or Alaska Native	Alaskan/Indian-White	American Indian or Alaska Native & Black	Asian	Asian & White	Black	Black/African American & White	Native Hawaiian Other Pacific Islander	White	
	This section does not have to be filled out for presumed benefit clients																		
Current Period TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Year End TOTAL (due July 15 only)																			

ALL RECIPIENTS MUST BE IDENTIFIED BY ETHNICITY AND RACE

Self-identification is the preferred method to collect this data, but if there is no response to your questionnaire, provider MUST indicate per observation

Unduplicated cumulative totals for entire year to be reported at year end

EXHIBIT "F"

**LOBBYING CERTIFICATION FOR
COMMUNITY ACTION AGENCY OF BUTTE COUNTY
AT THE ESPLANADE HOUSE**

CITY OF CHICO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

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 Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 an 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 subcontracts, 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.



Thomas Tenorio, CEO

07/20/2020

Date