

**CITY OF SANTA ROSA GRANT AGREEMENT
WITH SECURE FAMILIES COLLABORATIVE
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 20____, by and between the City of Santa Rosa, a municipal corporation ("City"), and the Secure Families Collaborative, a California Non-Profit Corporation ("Grantee").

RECITALS

- A. City desires to fund an immigration attorney to assist undocumented youth in Santa Rosa.
- B. City desires to grant funds to a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Grantee represents to City that it is an organization composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Grantee will provide such services under this Agreement and City will fund the services and have herein reduced such terms to writing.
- E. City wishes to fund the Program using Federal American Rescue Plan Act (ARPA) and local funds.

AGREEMENT

NOW, THEREFORE, City and Grantee agree as follows:

1. SCOPE OF SERVICES

Grantee shall, in a manner satisfactory to the City, perform the services described in Exhibit A ("Scope of Services").

2. GRANT

a. Prior to this grant agreement, the City provided the Secure Family Collaborative with one hundred and eighty-five thousand dollars and no cents (\$185,000.00) of City General Fund funding, as follows: FY 2018/19 \$35,000.00; FY 2019/20 \$50,000.00; FY 2020/21 \$50,000.00; and FY 2021/22 \$50,000.00. Additionally, City Council Resolution RES-2022-029, passed February 15, 2022 appropriated \$100,000.00 of American Rescue Plan Act (ARPA) funding for Youth Immigration Attorney services.

b. Notwithstanding any other provision in this Agreement, funding from the City to the Grantee shall in no event exceed the sum of three hundred and eighty five thousand and no cents (\$385,000.00) provided as follows: \$50,000.00 of ARPA and \$50,000.00 of General Fund, total

\$100,000.00 in Fiscal Year 2022/23 (July 1, 2022 – June 30, 2023); and \$50,000.00 of ARPA and \$50,000.00 of General Fund, total \$100,000.00 in Fiscal Year 2023/24 (July 1, 2023 – June 30, 2024), contingent upon the City Council approval of each fiscal year budget and Grantee's fulfillment of all Agreement requirements. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 42125 in Fund 1100-General Fund and Charge Number 42144 in Fund 1276-American Rescue Plan Act Fund.

c. City shall pay Grantee for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Grantee shall submit quarterly invoices to City which shall itemize the services performed as of the date of the invoice and include a progress report in the form set forth in Exhibit C.

d. The payments prescribed herein shall constitute all compensation to Grantee for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Grantee, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Grantee, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Grantee's invoice.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Grantee shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Grantee shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Grantee shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Grantee shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Grantee, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Grantee hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Grantee shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Grantee in exchange for City's agreement to make the payments prescribed hereunder. Failure by Grantee to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Grantee, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Grantee to maintain required insurance coverage shall not excuse or alleviate Grantee from any of its other duties or obligations under this Agreement. In the event Grantee, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors and subContractors in the provision of any services to City under this Agreement, Grantee shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Grantee agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Grantee agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Grantee shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Grantee agrees that the City shall have the right to approve any and all subcontractors and subContractors to be used by Grantee in the performance of this Agreement before Grantee contracts with or otherwise engages any such subcontractors or subContractors.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:
Kate Goldfine, Administrative
Services Officer
90 Santa Rosa Ave.
Santa Rosa, CA 95404
Phone: (707)543-3313

Grantee Representative:
Margaret Flores McCabe
Secure Families Collaborative
422 Larkfield Center, #227
Santa Rosa, CA 95403
Phone: (925)698-8834

Fax: (707)543-3317
Email: KGoldfine@srcity.org

Fax: n/a
Email: mmcabe.socosecurefamilies@gmail.com

8. INDEPENDENT GRANTEE

a. It is understood and agreed that Grantee (including Grantee's employees) is an independent grantee and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Grantee nor Grantee's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Grantee under the provisions of this Agreement, and Grantee shall be issued a Form 1099 for its services hereunder. As an independent grantee, Grantee hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Grantee's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Grantee, in the performance of Grantee's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Grantee for accomplishing such results. To the extent that Grantee obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Grantee's sole discretion based on the Grantee's determination that such use will promote Grantee's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Grantee use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Grantee, such persons shall be entirely and exclusively under the direction, supervision, and control of Grantee. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Grantee. It is further understood and agreed that Grantee shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Grantee's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Grantee. Grantee may represent, perform services for, or be employed by such additional persons or companies as Grantee sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Grantee each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives

and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Grantee's performance hereunder, in whole or in part, by giving a written notice of suspension to Grantee. If City gives such notice of suspension, Grantee shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Grantee. Upon such termination, Grantee shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Grantee for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Grantee had the Agreement not been terminated or had Grantee completed the services required by this Agreement. Grantee shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Grantee.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Grantee shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2024.

13. STANDARD OF PERFORMANCE

Grantee shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Grantee's profession in California. All products of whatsoever nature that Grantee delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Grantee's profession, and shall be provided in accordance with any schedule of performance. Grantee shall assign only competent personnel to perform services under this Agreement. Grantee shall notify City in writing of any changes in Grantee's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Grantee to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Grantee shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Grantee covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Grantee's performance of services under this Agreement. Grantee further covenants that in the performance of this Agreement, no person having any such interest

shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Grantee agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "Contractors" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "Contractor" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "Contractors" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

___ yes X no (check one)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "Contractors"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Grantee may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Grantee agrees to protect all City Information and treat it as strictly confidential, and further agrees that Grantee shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Grantee shall comply with all City policies governing the use of the City network and technology systems. A violation by Grantee of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. GRANTEE INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Grantee pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Grantee shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Grantee shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Grantee pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Grantee not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Grantee of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Grantee by City, whether received in connection with Grantee's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Grantee of any request for the disclosure of such information. Grantee shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Grantee shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Grantee to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Grantee of any rights regarding the information designated "trade secret" by Grantee, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Grantee shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at

www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Grantee shall pay to the City when due all business taxes payable by Grantee under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Grantee.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Grantee agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Grantee, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

a. Grantee hereby represents and warrants to City that it is (a) a duly organized and validly existing California Non-Profit Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Grantee hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Grantee in accordance with the terms hereof.

b. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its

permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

21. FEDERAL PROVISIONS

Consultant shall comply with the provisions in Exhibit D to this Agreement. In the event of a conflict between any provision in Exhibit D and any other provision of this Agreement, the more stringent provision shall control and prevail.”

Executed as of the day and year first above stated.

GRANTEE:

Name of Firm: Secure Families Collaborative

CITY OF SANTA ROSA

a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: (Non-Profit Corporation))

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: Margaret Flores McCabe

Office of the City Attorney

Title: Executive Director

By: _____

Print Name: Bruce Goldstein

Title: Chief Financial Officer/Secretary

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B – Compensation
- Exhibit C- Quarterly Status Report
- Exhibit D- Federal Provisions

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A- SCOPE OF SERVICES
SECURE FAMILIES Collaborative

YOUTH IMMIGRATION ATTORNEY Project in Partnership with Legal Aid

1. Organization Description

The Secure Families Collaborative is the backbone organization to a network of Sonoma County pro bono, nonprofit immigration legal services providers who work to assist the County's 29,000 undocumented immigrants. The Collaborative supports the only pro bono removal defense attorneys in the County and once Legal Aid commences this project, the Collaborative will also fund the only Special Immigrant Juvenile Status attorney in Sonoma County.

Secure Families Collaborative partners include: University of San Francisco Removal and Deportation Defense Clinic (Healdsburg), Immigration Institute of the Bay Area (Petaluma), Catholic Charities, Corazon and Queer Asylum Accompaniment. Pending partners are: Legal Aid, Santa Rosa Junior College, North Bay Organizing and North bay Rapid response Network. All partners work collectively with a common agenda, shared reporting systems and interconnected and streamlined referral system.

Legal Aid of Sonoma County is the only full scope free legal services provider in the county. Programs range from community violence prevention to disaster relief, to housing and homeless prevention programs. Over 1/3 of Legal Aid's clients speak Spanish, all services are provided in both English and Spanish. Over a third of LASC staff is from the BIPOC community and 1/3 of the LASC board is Latinx. All Legal Aid's services are available to undocumented individuals; we do not ask anybody about their citizenship status as part of our screening process.

2. Background

As many as 1,000,000 youth (ages 0-18) live in the United States without lawful status for years and do not understand that they are not legally living in the U.S. Many do not even find this out until they become teenagers and want to apply for a driver's license. Although some of these youth have DACA, Deferred Action for Childhood Arrivals, this is a temporary status, which does not lead to permanent legal status in the United States and is subject to change or termination at any time.

Many of these undocumented youths have a path to legalize their status called Special Immigrant Juvenile Status (SIJS), but they are unaware of this path, and have no legal help to achieve SIJS status. By the time they learn of this immigration relief option they age out and are unable to apply for it. (SIJS is for minors who are single and under the age of 21 who have been abused, neglected or abandoned by at least one parent).

Special Immigration Juvenile Status not only prevents a youth from being deported, but it also makes them ultimately eligible to apply for a green card. In addition, once approved, these youth may receive work authorization, and are eligible to receive financial aid so they are able to attend college.

In Sonoma County, as many as 300 youth could benefit from SIJS. This estimate is supported by a counselor at the SRJC who works with students at both the junior high and high school level. Obtaining legal permanent resident status transforms the lives of these individuals, allowing them to attain higher education, better paying jobs and become better integrated into their communities.

3. Project Description

Legal counsel is essential to ensuring due process for unaccompanied children and other children who were the victims of crime or abused, neglected or abandoned by a parent. It is virtually impossible for children to navigate the U.S. immigration system alone. ***Evidence shows the presence of counsel influences the outcome of these cases. In 2014, 12% of unaccompanied minors represented by an attorney were deported, compared to a more than 80% deportation rate for those without legal representation.***

Undocumented youth cannot afford to pay private attorneys to assist them, and even if they could, there are very few attorneys in Sonoma County that handle these types of cases.

The project will provide full scope immigration legal services, including information and referral, counsel and advice, preparation of pleadings and immigration documents, and representation in administrative proceedings. We will also engage in outreach targeted to reach eligible youth, through our collaboration with Secure Families and through Legal Aid's many pre-existing community partnerships with organizations that serve undocumented families.

A full -time attorney and bilingual caseworker will staff this project. In addition, Legal Aid will leverage its student intern program and policies and procedures manager to lend additional support. The youth immigration attorney will also provide a direct point of access to all Legal Aid's other services. All youth assisted by the immigration attorney will also be screened for other legal needs

including rental housing issues, domestic violence, family law, guardianship, and debtor creditor relief.

4. Metrics

Unaccompanied children to be served during the next 12-month period: **75-85**

Types of Services and Deliverables Goals:

a. Workshops: Quarterly outreach events to inform the community of this program, ideally in collaboration with other SF's partners.

Community Outreach Events: One community event per quarter, such as health fairs, BIPOC student fairs, and Latino focused events.

Intake/Immigration Counseling/Screening: We will provide immigration information and advice to 75-85 youth annually. Screenings will include assessment of youth eligibility for both affirmative relief like SIJS as well as defensive remedies. Intake will also include screening youth for other legal issues Legal Aid assists with such as housing and domestic violence, and where relevant to their SIJS case, guardianship and family law.

Cases filed: We expect to file approximately 50 SIJS cases per year.

b. Collaboration with other organizations to address identified problems: This project will allow LASC to resume an active role in the Secure Families Collaborative. Increased collaboration with SFC will allow us to enhance and streamline referrals between SFC participants and Legal Aid's other programs through targeted referral forms, a direct point of contact at Legal Aid, and cross-training of partner staff about our services. We will also help design outreach materials and workshops and conduct joint outreach with other SFC partners.

Unlike other SFC partners, LASC provides a broad range of legal services beyond immigration help. Thus, LASC has a wide range of community partners throughout many regions in the County. LASC will leverage its extensive CBO network to help broaden the reach of SFC services and increase community awareness of these services.

c. Increase in organizational capacity: organizational capacity by seamlessly weaving immigration services into Legal Aid's other services, thereby providing a single portal for both civil and immigration services.

5. Outcomes

Providing undocumented youth with a path to citizenship will have many positive outcomes, including improving their sense of well-being, teaching them about their legal rights, giving them access to work authorization and therefore economic support, as well as increased access to public benefits and social services. Specifically, this project will:

Obtain SIJS status for between 20-40 youth.

Educate 150 immigrant youth about their legal rights through both individual advocacy and workshops.

Staffing: Legal Aid will require the addition of a full-time immigration attorney and caseworker.

6. Organization Contribution

Legal Aid will leverage its student intern program and policies and procedures manager to lend additional support to the project. Legal Aid will train all SFC partners to identify clients with housing, domestic violence, disaster, and other legal issues that Legal Aid can assist with to better connect them to our full array of services.

Legal Aid will be eligible to apply for CDSS funding after providing services under this grant for two years. The goal will be to ultimately fund the project through that funding.

Legal Aid will obtain immigration training, mentoring and ongoing technical support from other immigration attorneys in the collaborative. Legal Aid will receive referrals through the SF's navigator. Legal Aid staff will receive training from the collaborative in screening for and identifying immigration issues so that all eligible Legal Aid clients are effectively referred to the collaborative for services.

Secure Families Collaborative

Exhibit B- Compensation

24 Months

EXPENSES:				
	Hourly rate	Total Program Cost	City General Fund	American Rescue Plan Act (ARPA)
Personnel Expenses:				
Gross Pay - Wages, Benefits, Taxes				
1.00 FTE Attorney	\$ 51.28	\$ 200,000.00	\$ 100,000.00	\$ 100,000.00

Exhibit C: QUARTERLY STATUS REPORT

QUARTERLY STATUS REPORT
Youth Immigration Legal Services
Secure Families Collaborative

Reporting is required as a condition of funding. The CITY will receive quarterly updates based on the information provided in this report. Reports may be submitted electronically.

Each quarter should be reported **cumulative** (or for the quarter if requested below) beginning July 1, 2021, and ending through the quarter for which the report is being submitted.

Agency Name: Secure Families Collaborative
Program Title: Youth Immigration Legal Services
Term: July 1 - June 30
QUARTER: Q1 JULY 1 - SEPTEMBER 1
REPORTING DUE DATE: OCTOBER 10

Instructions: An entry is required in every yellow cell. Once data has been entered, the cell will revert to white. You may need to enter 0 to indicate no applicable response. There should be no yellow cells when report is submitted to the City. Cells that show up in red mean that the numbers entered in yellow do not equal 100% of the total and your numbers should be double checked.

Please include a brief narrative on your program's progress:

[Large yellow rectangular area for narrative input]

Total Number of Unduplicated Participants Assisted (Quarter & YTD)

INDIVIDUALS	QTD	YTD
Men		0
Women		0
Children		0
Total Persons	0	0

Exhibit C: QUARTERLY STATUS REPORT

RACE/ETHNICITY DETERMINATION:

Race/Ethnicity information must be collected from all participants. The total number assisted for the quarter and year to date must match the totals in #3. The total number of people served in Question #1.

RACE/ETHNICITY DATA	FOR THE QUARTER			YEAR TO DATE		
	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses
White			0	0	0	0
Black or African American			0	0	0	0
Asian			0	0	0	0
American Indian or Alaska Native			0	0	0	0
Native Hawaiian or Other Pacific Islander			0	0	0	0
American Indian or Alaska Native <i>and</i> White			0	0	0	0
Asian <i>and</i> White			0	0	0	0
Black or African American <i>and</i> White			0	0	0	0
American Indian or Alaska Native <i>and</i> Black or African American			0	0	0	0
Other multi-racial			0	0	0	0
Total number assisted (Must equal the total number of persons in Q #3 above)	0	0	0	0	0	0

If the above cells are red, the race/ethnic data does not match Cells E36 and F36; you must correct before moving forward

Exhibit C: QUARTERLY STATUS REPORT

INCOME DETERMINATION:

Complete the table below indicating the total number of participants assisted for the QUARTER and CUMULATIVE TO DATE. For each year in which ANY grant funds were expended, direct benefit data will be required for the entire year.

Number of Participants Directly Assisted

	For the Quarter	Cumulative to Date
Female Head of House		0

	For the Quarter	Cumulative to Date
Below 30% (Extremely Low)		0
31% to 50% (Very Low)		0
51% to 80% (Low Income)		0
Over 80% (Non-low Moderate)		0
Total No. of Participants Assisted	0	0

If the above cells are red, the income data does not match Cells E36 and F36; you must correct before moving forward

Only Required for Q4	For the Quarter	Cumulative to Date
Number of Clients with New or Continuing Access to Service/Benefit		0
Number of Clients with Improved Access to the Service/Benefit		0
Number of Clients that Receive the Service/Benefit that is no longer Substandard.		0
Total No. of Participants Assisted	0	0

Exhibit C: QUARTERLY STATUS REPORT

PERFORMANCE OUTCOMES:

Using the approved outcomes sheet included with your project’s funding agreement Exhibit A, please complete the table below indicating the actual number of project participants who have achieved outcomes from July 1, 20##, through the reporting period.

Project Quantitative Measure Text (Planned Outputs)	Quarter Actual Outcomes Achieved	YTD Actual Outcomes Achieved from July 1, 2021 through this report period	Percentage of Total Output Achieved
4 Workshops to inform community of program		0	0%
4 Community Events		0	0%
85 intake/immigration counseling/screening appointments		0	0%
50 Special Immigrant Juvenile Status (SIJS) cases filed		0	0%
40 youth obtain Special Immigrant Juvenile Status		0	0%

Name of Person Preparing Report:

Date:

(type/print)

(type/print)

Title:

Signature:

(type/print)

**Exhibit D
FEDERAL PROVISIONS**

Section 1. Financial Requirements/Audits/Reporting

- a. Consultant shall adhere to all applicable requirements set forth and defined in 24 CFR § 85.20 and 24 CFR § 84.21-28 as amended by 24 C.F.R § 570.502.
- b. Consultant shall be accountable to City for all funds requested by and disbursed to Consultant under this Agreement.
- c. Consultant shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles (GAAP), procedures, and regulations as deemed necessary by City. Such records shall be maintained by qualified personnel and completed in a timely manner.
- d. Consultant shall, at all times during normal business hours and as often as City, the State of California, the U.S. Department of Housing and Urban Development (HUD), and the Comptroller General of the United States may deem necessary, make available to their representatives for examination, all of Consultant's records with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine, and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement. All costs are subject to the eligibility requirements of HUD.
- e. Consultant shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996, revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and 2 CFR 200.514 - Audit Requirements.
- f. Consultant shall permit and facilitate observation and inspection of Program services and records at Consultant's principal office and work site by City, its employees, auditors, representatives, and public authorities during reasonable business hours.
- g. Consultant shall either establish a separate bank account for all funding received from City under this Agreement or practice full fund accounting. Consultant shall not commingle the funds provided under this Agreement with any other funds, revenue, or monies.
- h. Authorized representatives of City shall perform fiscal monitoring of Consultant's record keeping and reporting to assure compliance with this Agreement.
- i. Any funds received as return of costs or as income generated from activities funded by the Agreement are the property of City and are to be transmitted to City promptly, unless there is a written agreement with City approving the use of these funds. Reimbursed costs or Program income shall be used prior to the advancement of additional funds pursuant to this Agreement and, further, shall be used for Community Development Block Grant (CDBG) program-eligible purposes.

- j. Consultant shall maintain all records related to the performance of this Agreement during the term of this Agreement and for a period of five (5) years after completion of all services hereunder.

Section 2. Budget

Any requested modification to the line items of the Budget shall be reviewed and approved by the Director of Housing & Community Services, or designee, as per 2 CFR 200.308 - Revision of Budget and Program Plans - prior to the expenditures of funds detailed in the modification. Budget modifications shall not alter: 1) the Scope of Services; or 2) the total compensation under Section 2.

Section 3. Subcontracts

- a. Any subcontract funded under this Agreement shall be submitted to the Director of Housing & Community Services, or designee, for review and approval prior to its execution.
- b. In the event Consultant is a private nonprofit or neighborhood based nonprofit organization, or a local development or small business investment corporation, Consultant is required to comply with the procurement procedures of OMB Circular A-122 (incorporated herein by reference) and 2 CFR 200.317-200.326 - Procurement Standards for the procurement of supplies and services in connection with activities funded under this Agreement.
- c. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement, including Appendix II of 2 CFR, Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Section 4. Conflict of Interest

- a. In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36 (b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of Consultant or a Program sponsor 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 financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- b. No member of, or delegate to, the Congress of the United States shall be permitted to share, or take part in this Agreement or in any benefit arising therefrom.
- c. No employee or officer of City, no member of Council, and no other public official of City who exercises any functions or responsibilities with respect to City's Public Service Providers Program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement. Employees of City may participate in this Program subject to waivers by HUD. Consultant shall be responsible for obtaining compliance with this provision.

- d. Individuals associated with the Consultant's agency are prohibited from using positions with City for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly with those with whom they have family, business, or other ties.
- e. Consultant shall inform Director of staffing changes at the executive/management level and changes in the membership of its Board of Directors within 30 days of such changes.
- f. Compliance with Lobbying Provisions: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with the funds, Consultant agrees to the following provisions pursuant to the Housing and Community Development Act of 1992.
 - i. No federally 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.
 - iii. Consultant shall require that the language of this section be included in all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.
 - iv. Not more than one member of an immediate family shall be employed by Consultant or a component thereof directly or indirectly receiving HUD funds. For purposes of this provision, immediate family shall include husband, wife, brothers, sisters, children, and parents (both legal parents and step-parents). If Consultant has any doubt as to its compliance with this requirement, it shall submit a written request to City for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, City shall have the right, upon discovering such noncompliance, to order Consultant to dismiss one or as many of its employees as are required to restore compliance with this requirement.

Section 5. Religious Activity Prohibited

Consultant agrees that the Grant Amount will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization per the federal regulations set forth in 24 CFR § 570.200U.

Section 6. Program Monitoring and Evaluation

- a. Purpose

Consultant shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and Community Development Block Grant regulations incorporated herein and the effective and efficient achievement of Program objectives.

Consultant shall appoint a representative to be available to City for consultation and assistance during the performance of this Agreement.

Consultant shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and shall make written quarterly reports to City utilizing the Quarterly Status Report form in Exhibit C-2. The quarterly reports shall be submitted to City by October 10, January 10, April 10, and July 10, as more fully set forth in Exhibit C-2. The quarterly reports shall be compiled into an annual cumulative report and submitted to City by Consultant at the end of each fiscal year, no later than July 31st. The cumulative report shall also include the following information:

- i. The number of clients with new or continuing access to the service or benefit provided;
- ii. The number of clients with improved access to the service or benefit provided; and
- iii. The number of clients that receive the service or benefit that is no longer substandard.

b. Responsibilities of City

City shall monitor and evaluate the Program.

c. Responsibilities of Consultant

Consultant shall provide evidence of client income and ethnicity in order to substantiate that the Program is operating in compliance with all regulations and circulars identified in Section 8 of this Agreement. In the event financial or reporting issues are identified by City or through a compliance review by HUD, Consultant may be required to reimburse the City for funds that were expended on ineligible activities as identified in Community Development Block Grant regulations (24 CFR § 570).

Section 7. Fair Housing and Equal Opportunities Certifications

a. Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR § 1) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to Consultant. This assurance shall obligate Consultant, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

b. Fair Housing Act of 1968

The Fair Housing Act (42 U.S.C. §§ 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status. Consultant shall administer all programs and activities

assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

c. Executive Order 11063 -- Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR § 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

d. Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e. Executive Order 11246 -- Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts and affirmative action shall be taken to ensure equal employment opportunity. Consultant will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause.

f. Executive Order 13166 - Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

Consultant must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

- i. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
- ii. the frequency with which LEP persons utilize these programs and services;
- iii. the nature and importance of the program, activity, or service provided; and
- iv. the benefits from providing LEP services, and the resources available and costs to the CDC for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Consultant. Consultant shall develop and implement a LEP policy consistent with the above guidelines and provide City with copies of its LEP Policy.

- g. Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on handicap in federally assisted and conducted programs and activities. In performance of this Agreement, Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to Rehabilitation Act of 1973 (29 U.S.C. § 794) and the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. §§ 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which generally prohibits discrimination against individuals with disabilities and may require reasonable accommodations.

- h. Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

- i. Executive Orders 11625, 12432, 12138 - Minority and Women Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

Section 8. Drug Free Workplace

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Consultant's premises. Consultant agrees that any violation of this prohibition by the Consultant, its employees, agents or assigns will be deemed a material breach of this Agreement.

Section 9. Remedies for Noncompliance

- a. If Consultant materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances, and as per 2 CFR 200.338-200.342 - Remedies for Noncompliance:
 - i. Temporarily withhold cash payments pending correction of the deficiency by Consultant or more severe enforcement action;
 - ii. Disallow (that is, deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance);

- iii. Wholly or partly suspend or terminate the current award for Consultant's Program;
 - iv. Withhold further awards for the Program; or
 - v. Take other remedies that may be legally available.
- b. HEARINGS, APPEALS: In taking an enforcement action, City will provide Consultant an opportunity for such hearing, appeal or other administrative proceeding to which the Consultant is entitled under any statute or regulation applicable to the action involved.
- c. EFFECTS OF SUSPENSION AND TERMINATION: Costs incurred by Consultant during a suspension or after termination of an award are not allowable unless City expressly authorizes them in the notice of suspension or termination or subsequently. Other Consultant costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- i. The costs result from obligations which were properly incurred by Consultant before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and
 - ii. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- d. RELATIONSHIP TO DEBARMENT AND SUSPENSION: The enforcement remedies identified in this section, including suspension and termination, do not preclude Consultant from being subject to 2 CFR part 2424 (see 24 CFR §85.35).

Section 10. Laws, Regulations, Fees, Taxes

- a. Consultant shall carry out its responsibilities pursuant to this Agreement in accordance with all applicable Federal, State and Local laws and all policies, procedures, regulations and requirements as HUD, State, and City from time to time prescribe.
- b. Consultant shall comply with Title VI of the Civil Rights Act of 1964 (24 CFR §§ 1 et seq.) which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- c. Consultant shall pay all fees and taxes as required by law.