

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002014
WITH LEGAL AID OF SONOMA COUNTY**

This Second Amendment to Agreement number F002014, dated June 18, 2019 ("Agreement") is made as of this _____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and Legal Aid of Sonoma County, a California non-profit Corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide tenant advocacy and legal representation services that includes, but is not limited to, tenant education, assistance with eviction defense, habitability issues, and Section 8 advocacy.
- B. City and Consultant now desire to amend the Agreement for the purpose of increasing compensation and adding Federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Community Development Block Grant (CDBG-CV) funding and requirements; extending time of performance for an additional fiscal year (Fiscal Year 2021/22); extending the program monitoring and evaluation deadline for the new fiscal year; and updating Exhibit C- Quarterly Status Report to reflect the new time of performance and CDBG-CV requirements.
- C. The Council of the City of Santa Rosa (Council) has determined that the services provided by Legal Aid benefit the residents of Santa Rosa and meets the definition of Public Services under 24 CFR §570.201(e).
- C. City wishes to fund the services using CDBG-CV funds and local funds.
- D. The parties have negotiated the terms pursuant to which Consultant will provide services under this Agreement and City will fund the services and have herein reduced such terms to writing.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 2. Compensation

Exhibit B-1 to the First Amendment is replaced by Exhibit B-2 to this Amendment.

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$92,000 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of two hundred and sixty six thousand and no cents (\$266,000). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Key 380311/Fund 1100 (\$87,000) and Charge Key 42006/Fund 2280 (\$5,000).

2. Section 11. Term, Suspension, Termination

The following provisions are added to Section 11 (Term, Suspension, Termination) after section 11(c):

“d. City shall have the right at any time to terminate this Agreement for improper use or reporting of funds provided under this Agreement;

e. City shall have the right at any time to terminate this Agreement upon suspension, termination, or modification by HUD (or by any other entity or agency) of any of the grants upon which City planned to fund this Agreement;

f. City shall have the right at any time to terminate this Agreement upon any event, (whether natural, social, political or financial) which is beyond the control of City and which results in a change in the funds available to City, or which triggers a need by City to reallocate funding to Consultant.

g. In connection with the provisions of subsections (d) and (e), above, Consultant understands that City has based its overall allocation of funds to Consultant and to other recipients on an assumed level of contribution from outside sources and on the basis of current budgeting requirements. It is therefore agreed that during the term of this Agreement, should all or any part of the funding available to City be reduced in any amount whatsoever, or should City be faced with unusual or unexpected natural, social, political, or financial events which diminish City’s ability to fund agreements with Consultant and other recipients, or which events generate additional needs in the community, then City shall have the right to review and reallocate or reduce the amount of funding to be advanced to Consultant under this Agreement. There is no requirement that such reallocation and reduction, if any, be proportionate among the various recipients under contract with City. On any of the occurrences described above, City may terminate all or any part of the remaining funding due to Consultant under this Agreement. City shall have the sole discretion to determine whether there is a need to reallocate or terminate funding to Consultant, as well as the sole discretion to determine the amount of the reduction and reallocation.

Should such a reduction in funding occur, City shall notify Consultant as soon as reasonably practicable after City has made the determination of the need to reconsider its funding allocation. Should there be a modification of this Agreement, the modification shall take effect upon notice from City to Consultant in writing. All other terms and conditions of the Agreement shall remain in effect.”

3. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant 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, 2022."

4. Section 18. Program Monitoring and Evaluation

Exhibit C-1 to the First Amendment is replaced by Exhibit C-2 to this Amendment.

The last sentence of Section 18 (c) is amended to read as follows:

“The quarterly reports shall be compiled into an annual report submitted to the City by consultant no later than July 31, 2022.”

5. Section 22. Financial Requirements/Audits/Reporting

Exhibit D attached to this amendment is added to the Agreement following Exhibit C-2.

Section 22 (Federal Provisions) is added to the Agreement after Section 21 (Counterparts and Electronic Signatures) as follows:

“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.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Legal Aid of Sonoma County

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

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

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: Glenn Smith

Title: President

By: _____

Print Name: Jacquelynne Ocaña

Title: Secretary

Attachments:

- Exhibit B-2 – Compensation
- Exhibit C-2 – Quarterly Status Report
- Exhibit D – Federal Provisions

**EXHIBIT B-2 Compensation
Legal Aid of Sonoma County**

Tenant Advocacy and Legal Representation Services - 12 mths					
7/1/2021 - 6/30/2022					
EXPENSES:					
Personnel Expenses:	Hours per year	Hourly rate	Total Program Cost	City of Santa Rosa	Legal Aid
Gross Pay - Wages, Benefits, Taxes					
1.00 FTE Housing Attorney	2,080	34.15	\$ 71,032.00	\$ 61,606.60	\$ 9,425.40
0.50 FTE Housing Caseworker	1,040	23.00	\$ 23,920.00	\$ 2,346.00	\$ 21,574.00
0.10 FTE Business Manager	208	31.00	\$ 6,448.00	\$ 1,612.00	\$ 4,836.00
0.10 FTE Supervising Attorney	208	45.68	\$ 9,501.44		\$ 9,501.44
0.20 FTE Intake/Hotline Caseworker	416	22.00	\$ 9,152.00		\$ 9,152.00
0.025 FTE Program Manager	52	38.50	\$ 2,002.00		\$ 2,002.00
0.025 FTE Operations Manager	52	40.00	\$ 2,080.00		\$ 2,080.00
0.025 FTE Executive Director	52	57.69	\$ 2,999.88		\$ 2,999.88
Benefits & Payroll Taxes			\$ 34,148.68	\$ 15,125.40	\$ 19,023.28
Personnel Subtotal:			\$ 161,284.00	\$ 80,690.00	\$ 80,594.00
Program Expenses:		Monthly Rate	Annual Total		
Rent		\$1,050 / mth	\$ 12,600.00	\$ 7,800.00	\$ 4,800.00
Information Systems		\$65 / mth	\$ 780.00	\$ 480.00	\$ 300.00
Office Supplies		Average \$55 / mth	\$ 660.00	\$ 420.00	\$ 240.00
Telephone		Average \$50 / mth	\$ 600.00	\$ 600.00	\$ -
Postage, Printing, Fees		Average \$35 / mth	\$ 420.00	\$ 300.00	\$ 120.00
Mileage, Staff Training & Travel		annual	\$ 250.00	\$ 100.00	\$ 150.00
Books & Software Subscriptions		\$150 / mth	\$ 1,800.00	\$ 600.00	\$ 1,200.00
Bar Dues		annual	\$ 435.00	\$ 335.00	\$ 100.00
Atty Professional Liability Insurance		annual	\$ 1,171.00	\$ 675.00	\$ 496.00
Program Subtotal:			\$ 18,716.00	\$ 11,310.00	\$ 7,406.00
TOTAL:			\$ 180,000.00	\$ 92,000.00	\$ 88,000.00

Exhibit C-2: QUARTERLY STATUS REPORT

**QUARTERLY STATUS REPORT
TENANT/LANDLORD SERVICES SUPPORT PROGRAM**

Legal Aid of Sonoma County

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: Legal Aid of Sonoma County
Program Title: TENANT/LANDLORD SERVICES SUPPORT PROGRAM
Term: July 1, 2021 to June 30, 2022
QUARTER: Q1 JULY 1, 2021 - SEPTEMBER 30, 2021
REPORTING DUE DATE: OCTOBER 10, 2021

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 of 50 words or less on your program's progress:

[Yellow box 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-2: 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-2: 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
Clients with New or Continuing Access to		0
Clients with Improved Access to the		0
Clients that Receive the Service/Benefit that is		0
Participants Assisted	0	0

Exhibit C-2: 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
Four Hundred (400) low income tenants will receive legal education about their rights.		0	0%
Two Hundred Fifty (250) tenants will receive legal advocacy related to an eviction.		0	0%
Fifty (50) tenants will remain in their current housing as a result of Legal Aid’s intervention.		0	0%
Thirty five (35) tenants will receive help with issues related to the habitability of their rental units. Assistance will include obtaining repairs or monetary compensation for substandard housing, whenever possible, including relocation costs.		0	0%
Thirty (30) low income landlords will receive counsel and advice and/or assistance with pleadings.		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.