PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO AND PA-AN, INC.

This Agreement is made and entered into as of **MARCH 20, 2024,** by and between the City of San Bernardino, a charter city and municipal corporation organized and operating under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, CA 92401 ("City"), and **PA-AN, INC. (Studio 6 Suites)** with its principal place of business at **607 West 5th Street, San Bernardino, CA 92410** (hereinafter referred to as "Owners"). City and Owners are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

1. In compliance with the Homelessness State of Emergency, which was declared on February 1, 2023, the City is taking progressive steps to mitigate homelessness.

2. Because the shelters in the City of San Bernardino are at full capacity, the City has negotiated the use of up to 75 hotel/motel rooms from the Owner. Hotel/Motel units will exclusively be used by the City's Homeless Outreach Team, Hope the Mission (hereinafter referred to as the "Authorized Service Provider" and "HTM"). All referrals will come directly from the City's Authorized Service Provider, who will verify and provide homeless certification for each participant referred to a motel for interim shelter.

3. The interim shelter will be utilized while the City constructs its navigation center, which is estimated to take 10-12 months.

4. The goal of the interim shelter is to reduce the loss of life for unhoused residents, increase access to mental health and substance abuse treatment, eliminate street encampments, and enhance the safety and hygiene of neighborhoods and parks for all residents, businesses, and neighbors. Services will be low-barrier, trauma-informed, and data driven, and must remain flexible to support the needs of individuals receiving services, as well as to accommodate the limits of available local funds.

5. The City is a public agency of the State of California and is in need of hospitality services for the following project:

   Hotel/Motel Voucher Program (hereinafter referred to as "the Project"). Participants of the City's Hotel/Motel Voucher Program are to be treated as any other hotel/motel customer and receive the same level of standard amenities as any guest including clean linen and towels upon request. As such, the hotel/motel owner(s) or designee (i.e., property

manager) has the right to refuse service or to discharge a participant for unlawful or unruly behavior that violates motel policy.

6. Owners are duly licensed and have the necessary qualifications to provide such services.

7. The Parties desire by this Agreement to establish the terms for the City to retain hotel/motel units and services provided by the Owner described herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated herein by this reference.

2. Services. Owner shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "1" and incorporated herein by this reference. Owner owns and operates a hotel/motel facility under the business name PA-AN, INC. (STUDIO 6 SUITES) located at 607 West 5th Street, San Bernardino, CA 92410 (the "Hotel/motel"). Owner grants the City and its Authorized Service Provider the ability to rent rooms in Owner's Hotel/motel for interim shelter as outlined in the "Rate Schedule" specified in Exhibit "B" of Exhibit 1. After an initial assessment, the Authorized Service Provider will:

A. Certify the person(s) are homeless in the City of San Bernardino by any form listed below:

1. Visual Contact In the field by the Contracted City outreach team, PD, Code Enforcement, Public Works, or the Homeless Service Coordinator.
2. Self-certification with document proof with ties to the City.

B. Create a screening to give priority to the elderly, families with children, and the disabled. (will be done by the City outreach team)

C. Establish homeless certification and document properly in HMIS (will be done by the City outreach team)

D. Develop Forms for the hotel/motel voucher process that are not easily duplicated.

The client will bring in the form to the Hotel/motel to claim a room, within 24 hours of receipt of the Voucher. The Hotel/motel management and HTM will always have a point of contact for any issues that may arise during check-in or the client's stay.

2.1. General Grant. Owner grants the City and its Authorized Service Providers to enter and use the Hotel/motel as described in Exhibit 1 to this Agreement. City shall use the Hotel/motel solely for the purposes specified in Exhibit 1 of this Agreement and for such lawful purposes as may be directly incidental thereto.

2.2. Condition of Premises. Owner has inspected the Hotel/motel and warrants that the physical condition and the property is suitable for Hotel/motel voucher referrals. Owner further warrants that the Hotel/motel is free from latent defects and presence of hazardous materials. Owner further warrants that Owner has the authority to enter into this Agreement and that there are no unknown conflicts regarding title to the Hotel/motel. Additionally, Owner warrants that there are no pending or threatened legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever pertaining to the Hotel/motel.

2.3. Eviction, Abandonment or Sale. In the case of the eviction of a participant of the Project by anyone owning or obtaining title to the premises on which the Hotel/motel is located, or the sale or abandonment by Owner of said premises, Owner shall be liable to City for any damage of any nature whatsoever or to refund any payment made by City to Owner hereunder, including the proportionate part of any recurring rental charge which may have been paid hereunder in advance.

3. Professional Practices. All professional services to be provided by Owner pursuant to this Agreement shall be provided by personnel identified in their proposal. Owner warrants that Owner is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Owner's performance of this Agreement. Owner further represents that no City employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the City shall pay for such services in accordance with the Rates Schedule set forth in Exhibit "B" of Exhibit 1 and incorporated herein by this reference.

b. In no event shall the total amount paid for services rendered by Owner under this Agreement exceed the sum of **$668,640.** This amount is to cover all related costs, and the City will not pay any additional fees for printing expenses. Invoicing shall occur as provided in Section 1.9 of Exhibit 1.

c. No expense reimbursements, including, but not limited to, reimbursements for travel, parking, lodging, and/or meals shall be paid to Owner unless such expense reimbursements: (i) are specifically provided for and described by nature and type in Exhibit "B", below; (ii) appear on Owner's monthly invoices to City; (iii) are supported by the appropriate receipts and other such documentation as the City shall

require; and (iv) are directly related to the Scope of Services to be performed under this Agreement. In addition, any and all reimbursements shall be made in accordance with any City policy governing same.

5. Additional Work. If changes in the work seem merited by Owner or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Owner with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

a. Adjustments. No retroactive price adjustments will be considered. Additionally, no price increases will be permitted during the first year of this Agreement, unless agreed to by City and Owner in writing. Annual increases shall not exceed the percentage change in the Consumer Price Index- All urban consumers, All Items - (Series ID# CUURS49CSA0) Riverside-San Bernardino – Ontario, CA areas for the twelve (12) month period January through January immediately preceding the adjustments and be subject to City's sole discretion and approval (if needed) for budget funding by the City Council.

6. Term. The Term of this Agreement is as provided in Section 1.7 of Exhibit 1.

7. Maintenance of Records; Audits.

a. Records of Owner's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Owner and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

8. Time of Performance. Owner shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed. Owner shall complete the services required hereunder within Term.

9. Delays in Performance.

a. Neither City nor Owner shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that

materially affects the Owner's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Owner to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

10. Compliance with Law.

a. Owner shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Owner shall assist the City, as requested, in obtaining and maintaining all permits required of Owner by federal, state and local regulatory agencies.

c. If applicable, Owner is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

11. Standard of Care. Owner's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Owner's performance shall conform in all material respects to the requirements of the Scope of Work, attached hereto as Exhibit "1" and incorporated herein by this reference.

12. Conflicts of Interest. During the term of this Agreement, Owner shall at all times maintain a duty of loyalty and a fiduciary duty to the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

13. City Business Certificate. Owner shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all

other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Owner to practice his/her profession, skill, or business.

14. Assignment and Subconsultant. Owner shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Owner from employing independent associates and subconsultants as Owner may deem appropriate to assist in the performance of services hereunder.

15. Independent Owner. Owner is retained as an independent contractor and is not an employee of City. No employee or agent of Owner shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel performing the work governed by this Agreement on behalf of Owner shall at all times be under Owner's exclusive direction and control. Owner shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Owner shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

16. Insurance. Owner shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Owner shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The City of San Bernardino, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Owner's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Owner shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability

coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Contract
(8) Broad Form Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its elected and appointed officials, officers, employees, agents, and City-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Owner shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its elected and appointed officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Owner certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Owner has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Owner shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Owner shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Owner shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Owner. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement, the Owner shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the City.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$2,000,000 per occurrence/$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	$250,000 per occurrence and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required

Prior to execution of the Agreement, the Owner shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

(i) Owner shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Owner shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Owner shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Owner's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Owner shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Owner shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, agents, independent contractors, subcontractors, and volunteers or shall specifically allow Owner or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Owner hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants. Each policy of insurance shall be endorsed to reflect such waiver.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Owner from liability in excess of such coverage, nor shall it limit the Owner's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

j. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

k. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Owner, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and

obligations otherwise assumed by the Owner pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Owner or City will withhold amounts sufficient to pay premium from Owner payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Owner to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

l. Subconsultant Insurance Requirements. Owner shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Owner, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

17. Indemnification.

a. To the fullest extent permitted by law, Owner shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Owner, its officials, officers, employees, subcontractors, Owners or agents in connection with the performance of the Owner's services, the Project, or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City. Owner's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers. Owner's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

b. If Owner's obligation to defend, indemnify, and/or hold harmless arises out of Owner's performance as a "design professional" (as that term is defined

under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Owner's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Owner in the performance of the services or this Agreement, and, upon Owner obtaining a final adjudication by a court of competent jurisdiction, Owner's liability for such claim, including the cost to defend, shall not exceed the Owner's proportionate percentage of fault.

18. California Labor Code Requirements. Owner is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Owner agrees to fully comply with such Prevailing Wage Laws, if applicable. Owner shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Owner and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

19. Verification of Employment Eligibility. By executing this Agreement, Owner verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

20. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

21. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving thirty (30) calendar days' written notice to Owner. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Owner the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an

amount mutually agreed to by City and Owner of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Owner shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Owner may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Owner.

22. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

23. Responsibility for Errors. Owner shall be responsible for its work and results under this Agreement. Owner, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Owner's professional services occurs, Owner shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

24. Prohibited Employment. Owner shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

25. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

26. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

27. Organization. Owner shall assign someone to act as a Primary contact to engage with the City during the City's Voucher Program. The Primary Contact shall not be removed from the Project or reassigned without the prior written consent of the City.

28. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

29. Notice. Notice must comply with Section 1.10 of Exhibit 1.

30. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Owner.

31. Equal Opportunity Employment. Owner represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

32. Entire Agreement. This Agreement, including Exhibit "1," represents the entire understanding of City and Owner as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

33. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

34. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Owner shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

35. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

36. Time of Essence. Time is of the essence for each and every provision of this Agreement.

37. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain,

or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

38. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

39. City's Right to Employ Other Owners. City reserves its right to employ other Owners, including engineers, in connection with this Project or other projects.

40. Prohibited Interests. Owner maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Owner, to solicit or secure this Agreement. Further, Owner warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Owner, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

42. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

43. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

44. Federal Provisions.

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") program, will be used to fund all or a portion of this Agreement. As applicable, Owner shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

44.1 Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the "Act");

44.2 U.S. Department of the Treasury ("Treasury") Final Rule for the Act;

44.3 Treasury Compliance and Reporting Guidance for the Act;

44.4 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;

44.5 Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions; and

44.6 Federal contract provisions attached hereto as Exhibit "2" and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SAN BERNARDINO AND PA-AN, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SAN BERNARDINO

APPROVED BY:

Charles A. Montoya

Charles A. Montoya
City Manager

Date: 3/26/2024

ATTESTED BY:

Genoveva Rocha

Genoveva Rocha, CMC
City Clerk

APPROVED AS TO FORM:

Sonia Carvalho

Best Best & Krieger LLP
City Attorney

PA-AN, INC.

Signature

Anand Patel
Name

Owner
Title

Date: 3/19/2024

Exhibit 1
Scope of Work/Lease Option

Bridge to Placement Scope of work

1.1 Hotel/Motel Facility. Owner represents that it owns and operates one motel facility under the name Studio 6 Suites located at 607 W. 5th Street, San Bernardino, CA 92410 ("Hotel"). Owner represents that its ownership and operation of the Hotel is in full compliance with all federal, state, and local laws, and shall so remain throughout the entire term of this Agreement without interruption. The owner should provide the same level of maintenance on all shelter rooms as he would provide to any guest. All utilities and internet shall be covered and not a additional charge to shelter operator.

1.2 Authorized Service Providers. The homeless-service providers listed in Exhibit A to this Exhibit 1 shall be referred to herein as "Authorized Service Providers." City reserves the right to revise the listed Authorized Service Providers (e.g., adding or deleting homeless-service providers) by providing notice of such revision in writing. Employees/agents of Authorized Service Providers, and only such persons, are hereby authorized and shall have the right to request the lodging of persons being housed pursuant to the Bridge to Placement ("Bridge to Placement"), check-in such participants into the Hotel (subject to guest-room availability), incur room-rate charges payable by City pursuant to this Agreement, and enter and use the Hotel as provided for in this Agreement.

1.3 Check-in Procedures for Bridge To Placement Participants. Before checking-in a Bridge to Placement Participant, the Owner shall ensure that an employee/agent of an Authorized Service Provider is present at the Hotel to check-in such participant, and Owner shall verify the employee/agent's affiliation with the Authorized Service Provider by requesting sufficient identification and documentation. Owner shall not require identification from a Bridge to Placement Participant for any purpose, including check-in or access to the Hotel. In addition to the name of the Bridge to Placement Participant being checked-in, Owner shall document the name and contact information of the Authorized Service Provider. Before check-in, Owner shall ensure that the employee/agent of the Authorized Service Provider inspects, photographs, and documents the condition of the guest room to be occupied by the Bridge to Placement, in addition to the common area in the vicinity of such guest room. Notwithstanding anything to the contrary herein, City shall have no liability or obligation, including without limitation for the payment of room rates or any damages, for Hotel guests that were not physically accompanied by an employee/agent of an Authorized Service Provider at check-in or if Owner does not comply with the provisions of this Section 1.3.

1.4 Check-out of Bridge to Placement Participant. Before checking-out a Bridge to Placement Participant, Owner shall ensure that an employee/agent of the Authorized Service Provider that previously checked-in the participant is present at the Hotel to check-out the participant, and Owner shall verify the employee/agent's affiliation with the Authorized Service Provider by requesting sufficient identification and documentation.

Before check-out, Owner shall ensure that the employee/agent of the Authorized Service Provider inspects, photographs, and documents the condition of the guest room previously occupied by a Bridge to Placement Participant, in addition to the common area in the vicinity of such guest room. If any Bridge to Placement Participant attempts to check-out of the Hotel without being accompanied by an employee/agent of the Authorized Service Provider that checked-in the participant, Owner shall immediately notify the Authorized Service Provider and allow sufficient time, but in no event less than twenty-four (24) hours, to permit an employee/agent of the Authorized Service Provider to inspect, photograph, and document the condition of the guest room previously occupied by the participant, in addition to the common area in the vicinity of such guest room. Notwithstanding anything to the contrary herein, City shall have no liability or obligation for the payment of any damages to Hotel property if Owner does not fully comply with the provisions of this Section 1.4.

1.5. Access to and Use of Hotel by Authorized Service Providers.
Employees/agents of Authorized Service Providers, at City's sole cost and expense, shall have the right to book and occupy up to two (2) guest rooms at the Hotel for their own use at any time during the Term of this Agreement. In the event the Authorized Service Providers have not already exercised their right to book and occupy the two (2) guest rooms and the Hotel is approaching full occupancy (approaching full occupancy means 90% occupancy or greater), Owner shall notify the Authorized Service Providers 72 hours in advance and the Authorized Service Providers shall thereafter have 48 hours to notify Owner that it will exercise the rights granted in this section. Owner acknowledges and agrees that such rooms will be used primarily for office and administrative purposes in connection with the Bridge to Placement Initiative and some furniture may be rearranged accordingly. Authorized Service Providers shall also have the right to have personnel onsite in any room reserved/leased by the Authorized Service Providers and in common areas at the Hotel around-the-clock to provide oversight, security, and monitoring of Bridge to Placement Participants staying at the Hotel.

1.6. Daily Room Rate. The all-inclusive daily room rate for City guests are identified in Exhibit B. Under no circumstance shall Owner require, request, or receive payment of any additional or separate amount from Authorized Service Providers or Bridge to Placement Participants. Owner shall provide replacement guest-room keys to Bridge to Placement Participants and employees/agents of Authorized Service Providers at Owner's sole cost and expense. City and Owner represent and agree that neither Party shall receive any form of payment or other consideration, whether monetary or in-kind, from Bridge to Placement Participants for access to or use of guest rooms, or for any other reason or purpose. City shall not be responsible for the payment of room-rate charges incurred by any Hotel guest other than Bridge to Placement Participants or employees/agents of Authorized Service Providers whose occupancy at the Hotel fully complies with each and every provision of this Agreement.

1.7. Term. The term of this Agreement ("Term") shall commence on the date on which the City Clerk of San Bernardino attests this Agreement and shall expire twelve (12) months thereafter unless the term is extended or terminated earlier pursuant to provisions

of this Agreement. City shall have one (1) option to extend the Term for a period of six (6) months, commencing on the first day following the expiration of the Term. In order to exercise the option, City must give written notice to Owner of such exercise no later than thirty (30) days before the expiration of the Term. Notwithstanding any other provision herein, City shall have the unilateral right to terminate this Agreement at any time for any or no reason upon thirty (30) days' written notice to Owner. City shall have no obligation to pay for any charges incurred after this Agreement's expiration or termination. Expiration or termination of this Agreement shall have no effect on City's obligation to pay for charges properly incurred during the Term hereof.

1.8. Holdover. In the event a Bridge to Placement Participant or employee/agent of an Authorized Service Provider continues to occupy a guest room after the expiration of the Term, including any extensions thereof, this Agreement shall be automatically extended on a month-to-month basis subject to the terms and conditions in effect immediately before the Term's expiration. The month-to-month holdover shall continue until either Party gives the other thirty (30) days' prior written notice of its intention to terminate such holdover.

1.9. Invoices. On a Monthly basis (), the Owner shall provide City with an invoice, along with all supporting documents therefore, using the "Bridge to Placement Cover Sheet" attached hereto as Exhibit C (as amended by City from time to time). Such invoice shall be provided to City as an attachment to an email sent to housing@sbcity.org. Invoices shall specify each guest room occupied by a participant of the bridge to placement program. Guest Name, the check-in date of the guest, the number of days the room was occupied thereby, Check-out date and the total amount of charges owed by City based on the all-inclusive daily room rate set forth in Section 1.6. City shall pay such properly detailed and supported invoices in arrears within forty-five (45) days from receipt thereof. City's obligation to pay such invoices is contingent on Owner providing City with all information and documents necessary to process the invoices. Upon request, Owner shall make available for inspection and copying all records and documents pertaining to this Agreement, including without limitation invoices submitted and payments received. All guest confirmation will be cross-referenced with providers master log of participants, to verify the charge is from an enrolled participant/s of the shelter.

1.10. Notices. All notices and demands permitted or required to be given by either Party to the other under this Agreement shall be in writing. Such notices and demands shall be (a) personally delivered (including by means of professional messenger service); (b) sent by United States Postal Service ("USPS") registered or certified mail, postage prepaid, return receipt requested; (c) sent by an alternate commercial overnight delivery service (e.g., FedEx or UPS) with receiver's signature required; or (d) sent by email, along with a hard copy concurrently sent by means of USPS registered/certified mail or an alternate commercial overnight delivery service. All notices and demands are effective upon receipt. The Hotel's name and physical address shall be included in all notices and demands. All notices and demands shall be addressed as follows:

To City:
City of San Bernardino
Housing and Homeless
Attention: Housing Department (Homeless Coordinator)
201 North E Street, 3rd Floor
San Bernardino, CA 92401

Mail: 290 North D Street
San Bernardino, CA 92401

Email: housing@sbcity.org

PA-AN, INC.
Attention: Andy Patel
2042 W. Valley Blvd.
San Bernardino, CA 92408

Email: Andypatel909@gmail.com

1.11. Services, Utilities, and Supplies to be Furnished by Owner. Owner, at its sole cost and expense, shall perform standard hotel services, including, without limitation the following:

1.11.1. Keep and maintain the Hotel in good condition and repair, including without limitation lighting fixtures, electrical systems, plumbing fixtures and systems, HVAC filters and systems, mechanical systems, smoke detectors, elevators (if any), and fire alarms, extinguishers, and sprinklers. Owner shall immediately notify the Authorized Service Provider if there are any issues with the aforementioned room conditions by providing notice as specified in section 1.10.

1.11.2. Furnish all standard utilities, including without limitation water (both hot and cold), electricity, gas (if applicable), trash-disposal, and sewer services.

1.11.3. Perform standard housekeeping and custodial services (e.g., vacuuming floors, dusting surfaces, cleaning bathrooms, and replacing toiletries) to guest rooms occupied by Bridge to Placement Participants in accordance with the Hotel's standard practices, but in no event less than every three (3) days.

1.11.4. Provide fresh linens (e.g., bed sheets and bath towels) to guest rooms occupied by Bridge To Placement Participants in accordance with the Hotel's standard practices, but in no event less than every three (3) days.

1.11.5. Maintain and repair guest-room furniture, fixtures, and equipment (e.g., beds, televisions, and refrigerators) that the Hotel typically provides to guests in its regular course of business. To the fullest extent made available, offered, or

furnished to other guests in the Hotel's ordinary course of business, Owner shall provide City guests with the following items, amenities, and services at no charge, irrespective of whether Owner ordinarily charges therefor: (a) use of parking spaces designated for Hotel guests twenty-four (24) hours a day, seven (7) days a week; (b) access to basic cable television; (c) use of wireless internet services; (d) keeping of pets in guest rooms; and (e) use of guest-room appliances (e.g., refrigerators and microwaves). Except those listed in the preceding sentence, Owner shall not make available, offer, or furnish to City guests any item, amenity, or service for which the Hotel charges amounts beyond those included in room rates, including without limitation food, drinks, pay-per-view television, and room service. Owner shall coordinate with the employee/agent of the Authorized Service Provider checking-in a Bridge to Placement Participant to ensure that all such items, amenities, and services are disabled, blocked, or removed from the guest room before occupancy by a City guest. Under no circumstance shall City be obligated to pay for any such additional charges, and Owner agrees not to charge City for such services to the extent that the Owner provides them.

1.12. Prohibited Participant Conduct. Owner shall immediately alert the Authorized Service Provider that checked-in a Bridge to Placement Participant (followed by written notice to City) should the Owner determine that a Bridge to Placement Participant is doing any of the following at the Motel:

1.12.1. Engaging in any illegal activity, including without limitation the use, purchase, or sale of illegal drugs;

1.12.2. Damaging Hotel property;

1.12.3. Harassing or threatening Hotel staff, guests, or visitors, including without limitation other Bridge to Placement Participants; or

1.12.4. Unreasonably interfering with Hotel staffs' ability to perform standard hotel services, including without limitation those specified in Section 1.11.

1.12.5 The Motel room is provided for the Participant(s), and only the approved participant(s) will be allowed to stay in or occupy the motel room. Unapproved guests found in the room will result in immediate removal of the guest.

1.13. No Recovery for Incidental Damages or Lost Profits. Neither Party shall be liable for incidental, consequential, special, or indirect damages of any kind, including without limitation loss of business, revenue, profits, reputation, or good will arising from or relating to this Agreement. Irrespective of categorization (e.g., direct versus indirect), neither Party shall be liable for loss of business, revenue, profits, reputation, or good will arising from or relating to this Agreement.

2.0 Post-occupancy Condition of Guest Rooms. At the conclusion of occupancy by a City guest, the City shall deliver the guest room occupied by the participant in good order and
condition as when received, except for the following:

(a) reasonable wear-and-tear;
(b) damages resulting from fire, earthquake, or other casualty;
(c) damages resulting from circumstances over which City or its officers, employees, agents, contractors, or subcontractors had no control;
(d) damages caused by the acts, omissions, or conduct of Owner or its officers, employees, agents, contractors, or subcontractors; or
(e) damages caused by the act, omissions, or conduct of third parties that are unaffiliated with City or the Bridge to Placement Initiative.

All other damages to the Hotel caused by City or Bridge to Placement Participants shall be repaired by Owner at City's sole cost and expense pursuant to the terms and conditions set forth in Section 2.1 and Section 2.2

2.1. Restoration of Premises. Subject to the exceptions set forth in Section 2.0 and the limitations set forth in Section 2.2, City shall reimburse Owner for all costs and expenses actually incurred and paid by Owner for restoration of the Hotel necessitated by damages caused by City, its officers, employees, agents, contractors, or subcontractors, or Bridge to Placement Participants. All restoration costs and expenses shall be preapproved by City based on reasonable commercial-standard estimates. City shall have the right to inspect the damaged property, verify to City's satisfaction the cause of such damage, and evaluate the reasonableness of the scope and dollar amount of the proposed restoration. City shall not unreasonably delay, condition, or withhold its preapproval. City shall have no obligation to reimburse Owner for costs and expenses incurred without City's preapproval. Owner's failure to comply with the requirements set forth in Section 1.3 (Check-in of Bridge to Placement) or Section 1.4 (Check-out of Bridge to Placement Participants)—including without limitation Owner's obligation to ensure that employees/agents of Authorized Service Providers inspect, photograph, and document the condition of guest rooms, in addition to the common area in the vicinity of such guest rooms, at both check-in and check-out—shall relieve City of any obligation to reimburse Owner for the proposed restoration under this Agreement or otherwise.

2.2 Avoidable Damages Not Recoverable. Notwithstanding anything to the contrary in this Agreement or elsewhere, City shall have no obligation for the payment of any damage, loss, injury, cost, or expense putatively caused by a Bridge to Placement Participant if such damage, loss, injury, cost, or expense could have been avoided altogether or mitigated to any extent through the Owner's exercise of due care and its compliance with the provisions of this Agreement, including without limitation Section 1.11 (Services, Utilities, and Supplies to be Furnished by Owner) and Section 1.12 (Prohibited Participant Conduct).

2.3 Specific Performance. The Parties agree that City's primary purpose and interest in entering into this Agreement is to secure interim housing for persons experiencing

homelessness. Accordingly, in any legal action for breach of this Agreement, City shall have the right to pursue the remedy of specific performance, in addition to all other remedies at law or equity. In the event of any action wherein the City seeks specific performance of this Agreement, Owner shall waive the defense that a remedy at law would be adequate.

2.4. Quiet Enjoyment. While keeping and performing covenants of this Agreement, City shall peaceably and quietly hold and enjoy guest rooms occupied by Bridge to Placement Participants without hindrance or interruption by Owner or any other persons claiming by or under Owner (subject to any relevant provisions set forth in this Agreement).

2.5. Casualty and Destruction. If fire, earthquake, or other casualty results in the total destruction of the Hotel, this Agreement shall terminate automatically. If such casualty renders ten percent (10%) or less of the Hotel unusable for the intended use, Owner shall restore the premises as quickly as reasonably possible, but in any event within thirty (30) days. If such casualty renders more than ten percent (10%) of the Hotel unusable but does not constitute total destruction, Owner shall forthwith give notice to City of the specific number of days required to restore the premises. If Owner does not give notice within fifteen (15) days after such partial destruction, or if the notice specifies that restoration will require more than ninety (90) days to complete from the notice date, City shall have the right to elect either to terminate or continue this Agreement at City's sole and absolute discretion.

Exhibit A

List of Authorized providers

HOPE THE MISSION
Attention: Ken Craft, CEO
16641 Roscoe Place
North Hills, CA 91343

Hotel Liaison: Elisabel Castillo
Sr. Regional Director of Programs
Hope the Mission
PO Box 7609
Mission Hills, CA 91346
Office: (818) 392-0020
Cell: (818) 916-0781

Exhibit B

Rates Schedule

Month	RATE 1 Single	Number of Rooms	RATE 2 Double	Number of Rooms	Daily Rate 1 w/tax	Daily Rate 1 w/tax	Daily Rate for All Rooms	Monthly Total Range		Not to Exceed
1	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
2	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
3	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
4	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
5	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
6	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
7	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
8	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
9	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
10	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
11	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
12	70	17	80	10	1190	800	1990	$33,320.00	$22,400.00	$55,720.00
							NOT TO EXCEED TOTAL ANNUAL AMOUNT:			$668,640.00

FUNDING AWARDS:

Permanent Local Housing Allocation Funds obligated.
Program Year 2024: **$229,939**

Coronavirus Aid, Relief, and Economic Security Act for the Community Development Block Grant: **$438,701**

Exhibit C

Payment Request Cover Sheet

CITY OF SAN BERNARDINO

SUBGRANTEE PAYMENT REQUEST

Agency Name:

Address:

Invoice #:

Period Covered:

Invoice Amount: $ -

Date: 8.1.23

Phone: 714-459-3047

Purchase Order: 2023-00000926

Account # 008-180-8381*5582

APPROVED FUNDING	ELIGIBLE ACTIVITY	BUDGET AMOUNT (AWARDED)		CURRENT AMOUNT REQUESTED FOR REIMBURSEMENT	TOTAL REQUESTED TO DATE - INCL CURRENT	REMAINING BALANCE
	Motel Vouchers					$0.00
	TOTAL	$ -	$ -	$ -	$ -	$ -

TOTAL PAYMENT REQUEST THIS INVOICE $ -

Rounding Error -

The undersigned herby certified that the expenditures identified on the Subgrantee Payment Request are true and correct, and that said expenditures were incurred and paid within period stated on this invoice. In accordance with the agreement identified herein. Evidence of all payments (bills and/or receipts and check copies) for each of the expenditures listed is attached hereto.

Signature of Preparer Email

Date: 8.1.23

Print Name of Authorized Supervisor, Executive Director, or Board Member

Date: 8.1.23

Signature of Authorized Supervisor, Executive Director, or Board Member

Date

For City Use Only:

Date Invoice Received _____

Date Invoice Revised _____

Review by: _____

Invoice Approved by: _____

Date Reviewed #1 _____

Date Reviewed #2 _____

Date Reviewed - Final _____

Invoice Amount Approved _____

EXHIBIT 2
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Owner shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit "2".

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a "federal assisted construction contract" in 41 CFR § 60-1.3, Owner agrees as follows during the performance of this Agreement:

(i) The Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Owner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Owner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Owner will, in all solicitations or advertisements for employees placed by or on behalf of the Owner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Owner will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Owner's legal duty to furnish information.

(iv) The Owner will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Owner's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Owner will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Owner will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Owner's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Owner may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Owner will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Owner will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Owner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Owner may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Owner and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland "Antti-Kickback" Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Owner and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Owner or subcontractor under any such contract or any other Federal contract with the Owner, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Owner, such sums as may be determined to be necessary to satisfy any liabilities of Owner or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Owner or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Owner shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Owner wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Owner must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency..

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Owner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Owner agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Owner agrees to include these requirements in each subcontract exceeding $150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Owner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Owner

agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Owner agrees to include these requirements in each subcontract exceeding $150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Owner warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Owner also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Owner further agrees to notify the City in writing immediately if Owner or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Owner shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of

recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(iv) The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Owner shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Owner shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Owner shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Owner shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

3. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

(a) Maintenance of and Access to Records. Owner shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Owner agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic an otherwise) of the Owner which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Owner for a period of five (5) years after completion of the Project.

(b) Compliance with Federal Regulations. Owner agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Owner also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Owner agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Owner understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Owner may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

(1) A member of Congress or a representative of a committee of Congress;

(2) An Inspector General;

(3) The Government Accountability Office;

(4) A Treasury employee responsible for contract or grant oversight or management;

(5) An authorized official of the Department of Justice or other law enforcement agency;

(6) A court or grand jury; or

(7) A management official or other employee of Owner, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(f) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Owner is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same.

(g) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Owner should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Owner should establish workplace safety policies to decrease accidents caused by distracted drivers.

(h) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

(i) Owner ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Owner acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve

access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Owner understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Owner shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Owner understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Owner agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

(iv) Owner acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Owner and Owner's successors, transferees and assignees for the period in which such assistance is provided.

(v) Owner agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Owner and the Owner's subcontractors, successors, transferees and assignees:

The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

(vi) Owner understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Owner, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Owner for the period during which it retains ownership or possession of the property.

(vii) Owner shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations.

Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Owner shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Owner shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Owner must also inform the Department of the Treasury if Owner has received no complaints under Title VI.

(ix) Owner must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Owner and the administrative agency that made the finding. If the Owner settles a case or matter alleging such discrimination, Owner must provide documentation of the settlement. If Owner has not been the subject of any court or administrative agency finding of discrimination, please so state.

(x) If Owner makes sub-awards to other agencies or other entities, Owner is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.

EXHIBIT 3
COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA)
CORONAVIRUS LOCAL FISCAL RECOVERY FUND (CLFRF) FEDERAL GUIDELINES
USE OF ARPA CLFRF AND REQUIREMENTS

This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act - Coronavirus Local Fiscal Recovery Fund (ARPA), *Federal Award Identification Number (FAIN): SLT0628 and Assistance Listing Number (formerly known as a CFDA number): 21.027*, and therefore Contractor agrees to comply with any and all ARPA requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the funds must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the ARPA requirements shall be returned or repaid to the City or County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to the Act, and guidance issued by Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

Contractor agrees to comply with the following:

A. In accordance with Title 2 Code of Federal Regulations (C.F.R.) Section 200.322, the non-Federal Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. In accordance with Title 2 C.F.R. Section 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligating or expending covered telecommunications and video surveillance services or equipment or services (as described in Title 2 C.F.R. Section

200.216) to: 1) Procure or obtain, extend or renew a contract to procure or obtain; 2) Enter into a contract (or extend or renew a contract) to procure; or 3) Obtain the equipment, services, or systems, as described in Title 2 C.F.R. Section 200.216 that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and: (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; and (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. A non-Federal Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at Title 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant or any other award covered by Title 31 U.S.C. Section 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

E. Clean Air Act (42 U.S.C. Sections 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1389), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Sections 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. Sections1251-1389).

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under Title 37 C.F.R. Section 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Title 33 U.S.C. Sections 1251-1387 recipient or subrecipient must comply with the requirements of Title 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708). Where applicable, all contracts awarded by the non-Federal Contractor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with Title 40 U.S.C. Sections 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Title 40 U.S.C. Section 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of Title 40 U.S.C. Section 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. Davis-Bacon Act, as amended (40 U.S.C. Sections 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. Sections 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance

with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874 and 40 U.S.C. Section 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal contractor must report all suspected or reported violations to the Federal awarding agency.

i. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Section 3.10.6 "Prevailing Wages" for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the City and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.

I. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by Title 41 U.S.C. Section 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

J. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal Contractor including the manner by which it will be effected and the basis for settlement.

K. Equal Employment Opportunity. Except as otherwise provided under Title 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in Title 41 C.F.R. Section 60-1.3 must include the equal opportunity clause provided under Title 41 C.F.R. Section 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The identified clause is below and Contractor shall comply with the clause and all legal requirements and include the equal opportunity clause in each of its nonexempt subcontracts.

i. The applicant hereby agrees that it 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 Title 41 C.F.R. 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, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

L. Data Collection Requirements – Contractor agrees to collect pre-post data per City, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; and Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database - retrievable collective data that needs to be available to County, State or Federal governments upon request.

M. Data Submission Requirements - Contractor agrees to furnish data to the City upon request, per City, and United States Treasury guidelines and timeline, for project tracking and monitoring and various reporting purposes. Data including, but not limited to: Required Project Demographic Distribution Data; Required Performance Indicators and Programmatic Data; Required Expenditure Report Data; Required Program Evaluation Data. Contractor agrees to track and monitor data in a quantifiable and reportable database - retrievable collective data that needs to be available at request.

N. Project Progress Reporting - Contractor agrees to provide project timeline and progress updates to the City upon request, per County, and United States Treasury guidelines and timeline. Contractor agrees to routine and impromptu program and project evaluation by the City.

O. Contractor shall comply with Title 2 Code of Federal Regulations Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including, but not limited to, Title 2 C.F.R. Section 200.303 (internal control), Title 2 C.F.R. Sections 200.331 through 200.333 (subrecipient monitoring and management), and Title 2 C.F.R. Part 200 Subpart F (audit requirements), as these sections currently exist or may be amended. The use of funds must also adhere to official federal guidance issued or to be issued on what constitutes an eligible expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner

that does not adhere to official federal guidance shall be returned to the County. Contractor agrees to comply with all official guidance regarding the ARPA CLFRF. Contractor also agree that as additional federal guidance becomes available, an amendment to this Contract may become necessary. If an amendment is required, Contractor agrees to promptly execute the Contract amendment.

P. Contractor shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with Title 2 C.F.R. Section 200.334 (retention requirements for records). Such documentation shall be produced to City upon request and may be subject to audit. Unless otherwise provided by Federal or State law (whichever is the most restrictive), Contractor shall maintain all documentation connected with its performance under this Contract for a minimum of five (5) years from the date of the last payment made by City or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of the City, the State or the United States Government during normal business hours at Contractor. Copies will be made and furnished by Contractor upon written request by City.

Q. Contractor shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Contractor's requests for reimbursement which segregate and accumulate costs of Contractor and produce monthly reports which clearly identify reimbursable costs, matching fund costs (if applicable), and other allowable expenditures by Contractor. Contractor shall provide a monthly report of expenditures under this Contract no later than the 20th day of the following month.

R. Contractor shall cooperate in having an audit completed by City, at City's option and expense. Any audit required by ARPA CLFRF and its regulation and United States Treasury guidance will be completed by Contractor at Contractor's expense.

S. Contractor shall repay to City any reimbursement for ARPA CLFRF funding that is determined by subsequent audit to be unallowable under the ARPA CLFRF within the time period required by the ARPA CLFRF, but no later than one hundred twenty (120) days of Contractor receiving notice of audit findings, which time shall include an opportunity for Contractor to respond to and/or resolve the findings. Should the findings not be otherwise resolved and Contractor fail to reimburse moneys due City within one hundred twenty (120) days of audit findings, or within such other period as may be agreed between both parties or required by the ARPA CLFRF, City reserves the right to withhold future payments due Contractor from any source under City's control.

T. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply.

U. Universal Identifier and System for Award Management (SAM), Title 2 C.F.R. Part 25.

V. Reporting Subaward and Executive Compensation Information, Title 2 C.F.R. Part 170.

W. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement), Title 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to Title 2 C.F.R. Part 180 and Treasury's implementing regulation at Title 31 C.F.R. Part 19. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 C.F.R. Section 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at Title 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

X. Recipient Integrity and Performance Matters, pursuant to which the award terms set forth in Title 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

Y. Government Requirements for Drug-Free Workplace, Title 31 C.F.R. Part 20.

Z. New Restrictions on Lobbying, Title 31 C.F.R. Part 21.

AA. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. Sections 4601-4655) and implementing regulations.

BB. Applicable Federal environmental laws and regulations.

CC. Statutes and regulations prohibiting discrimination include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) and Treasury's implementing regulations at Title 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

DD. Contractor understands that making false statements or claims in connection with the ARPA funded activities is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

EE. Any publications produced with ARPA funds must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-0628 awarded to San Bernardino County by the U.S. Department of Treasury."

FF. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is being encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

GG. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is being encouraged to adopt and enforce policies that ban text messaging while driving and establishing workplace safety policies to decrease accidents caused by distracted drivers.

HH. As a recipient of federal financial assistance, the Civil Rights Restoration Act of 1987 applies, and Contractor assures that it:

i. Ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. Sections 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at Title 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda and/or guidance documents.

ii. Acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities, because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights

Act of 1964 and the Department of the Treasury's implementing regulations. Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication.

iii. Agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities.

iv. Agrees to maintain a complaint log of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.

II. The City must include the following language in every contract or agreement subject to Title VI and its regulations:

"The sub-grantee, contractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or nation origin (42 U.S.C. Section 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. Section 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, Title 31 C.F.R. Sections Part 22, and herein incorporated by reference and made a part of this contract or agreement."

JJ. Contractor shall cooperate in any enforcement or compliance review activities by the City, and/or the Department of the Treasury. Contractor shall comply with information requests, on-site compliance reviews, and reporting requirements.

KK. Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c), regulations adopted by Treasury implementing those sections, and guidance issued by Treasury regarding the foregoing.

LL. City has the right of access to records (electronic or otherwise) of Contractor in order to conduct audits or other investigations.

MM. Contractor shall maintain records for a period of five (5) years after the completion of the contract or a period of five (5) years after the last reporting date the City is obligated with the Department of the U.S. Treasury, whichever is later.

NN. Contractor must disclose in writing any potential conflict of interest in accordance with Title 2 C.F.R. Section 200.112.

OO. In accordance with Title 41 U.S.C. Section 4712, subrecipient or Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Recipient, subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct. Subrecipient or Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

PP. City and Contractor acknowledge that if additional federal guidance is issued, an amendment to this Contract may be necessary. In the event any of the terms in this Exhibit conflict with any other terms in the Contract, the terms in this Exhibit shall control.