

**2024-2025 AGREEMENT
BETWEEN THE CITY OF COSTA MESA AND
COMMUNITY SENIORSERV**

Date Approved: **May 21, 2024**

Amount of Grant: **Twenty-Eight Thousand Five Hundred Dollars (\$28,500.00)**

GRANT RECIPIENT: **Community SeniorServ**

THIS 2024-2025 AGREEMENT (“Agreement”) is entered into as of July 1, 2024 (“Effective Date”) by and between the CITY OF COSTA MESA (“CITY”), a California municipal corporation and **Community SeniorServ** a nonprofit corporation (“GRANT RECIPIENT”).

WHEREAS, the primary objective of the Housing and Community Development Act of 1974, 42 U.S.C. section 5301 et seq., as amended (“Act”) and the CDBG Program is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, although this Agreement is not for the disbursement of CDBG funds, this Agreement is modeled after the CDBG GRANT RECIPIENT Agreements for grants funds that conform to the Act’s criteria; and

WHEREAS, pursuant to Title 24, Part 570 of the Code of Federal Regulations (24 C.F.R. 570 et seq.) (“CDBG Regulations”), CITY may engage certain organizations to assist in utilizing CDBG funds pursuant to GRANT RECIPIENT agreements, provided that the activities funded are eligible for funding and meet a national objective; and

WHEREAS, eligible activities are set forth at 24 C.F.R. 570.201-207; and

WHEREAS, each CDBG funded activity must meet one of the following national objectives: (1) benefit low-income and moderate-income persons; (2) prevent or eliminate slums or blight; or (3) meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs, as defined in 24 CFR 570.208; and

WHEREAS, CITY has determined that GRANT RECIPIENT’s activities are eligible for funding and meet one of the national objectives; and

WHEREAS, CITY desires to grant general funds in place of CDBG funds for the Fiscal Year 2024-2025 to GRANT RECIPIENT for the purpose of providing **a lunch café or grab-and-go meals for Costa Mesa seniors; and**

WHEREAS, these grant funds from the City’s General Fund is for a public purpose to provide funds to benefit low income seniors in the City of Costa Mesa and therefore do not violate California Constitution, Art. XVI, § 6 (Gift of Public Funds).

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

A. GRANT RECIPIENT OBLIGATIONS.

1. Scope of Services.

- (a) **Activities.** The granting of funds to GRANT RECIPIENT shall be used to provide the specific services as described in Attachment 1 attached hereto and incorporated into this Agreement. Such services are summarized as follows: **lunch café and grab-and-go meals for Costa Mesa seniors.** In accordance with CITY requirements, GRANT RECIPIENT shall ensure that at least seventy percent (70%) of GRANT RECIPIENT's clients served by the funded program are in the low-income and moderate-income categories as established by HUD.
- (b) **National Objectives.** GRANT RECIPIENT certifies that GRANT RECIPIENT's activities will meet the national objective of benefitting low-income and moderate-income persons.
- (c) **Levels of Accomplishment – Goals and Performance Measures.** GRANT RECIPIENT agrees to carry out the activities set forth in this Agreement in accordance with the goals and performance measures set forth in Attachment 1.
- (d) **Performance Monitoring.** CITY will monitor the performance of GRANT RECIPIENT against the goals and performance standards set forth in Attachment 1. Substandard performance, as determined by CITY, will constitute noncompliance with this Agreement. If GRANT RECIPIENT does not take action to correct such substandard performance within a reasonable period of time after being notified by CITY, CITY may initiate termination or suspension of this Agreement as set forth herein.

- 2. **Non-Profit Status.** GRANT RECIPIENT represents and warrants that it is a private, not-for-profit corporation, duly organized under the laws of the State of California, and whose officers are recorded in the Articles of Incorporation on file with the State of California.

- 3. **Term of Agreement.** Subject to the termination provisions set forth herein, the term of this Agreement is from July 1, 2024 through June 30, 2025, except that GRANT RECIPIENT shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting, data retention/data reporting and accounting.

- 4. **Amount of Grant and Quarterly Disbursement.** The amount granted to GRANT RECIPIENT shall not exceed **Twenty-Eight Thousand Five Hundred Dollars (\$28,500.00)** ("FUNDS"). GRANT RECIPIENT shall expend such funds within a time period not exceeding twelve (12) consecutive months following the Effective Date of this Agreement. CITY will disburse the FUNDS to GRANT RECIPIENT on a quarterly basis subject to, and upon receipt and approval of, a complete quarterly activity report from GRANT RECIPIENT.

- (a) **Quarterly Reports.** GRANT RECIPIENT shall cause to be prepared and submitted to CITY on or before October 15, January 15, April 15 and July 15 during and at the end of the term of this Agreement a quarterly activity report in conformity with applicable CDBG Regulations ("Quarterly Activity Report").

- (b) **Invoice Submittal.** Concurrently with the submittal of each quarterly report as described in subsection 4(a) above, GRANT RECIPIENT shall submit both (i) an original invoice and (ii) true copies of other receipts, agreements, or other documentation supporting and evidencing how the FUNDS have been expended during the applicable quarter. Drawdowns for the

payment of eligible expenses will be made against the budget categories set forth in the Program Budget in Attachment 1.

For example and by way of illustration, if GRANT RECIPIENT intends to expend the applicable quarterly disbursement on staff salary, then true copies of the time card(s) and payroll records or other satisfactory evidence of employment of the subject staff member with the GRANT RECIPIENT shall be submitted as a part of the quarterly report.

5. **Administrative Rules.** GRANT RECIPIENT agrees to conduct all activities of the organization, whether funded in whole or in part by funds from CITY, in accordance with the provisions contained in 2 C.F.R. Part 200.
6. **Conflicts.** GRANT RECIPIENT agrees that no officer, employee, agent or assignee of CITY having direct or indirect control of any monies granted to the CITY, inclusive of the subject FUNDS, shall serve as an officer of GRANT RECIPIENT. Further, any conflict or potential conflict of interest of any officer of GRANT RECIPIENT shall be fully disclosed in writing prior to the execution of this Agreement; or, in the event a conflict or potential conflict of interest arises after execution of this Agreement, GRANT RECIPIENT shall fully disclose the conflict or potential conflict within fifteen (15) days of becoming aware of same.
7. **Use of FUNDS.**
 - (a) **Income Prohibited.** GRANT RECIPIENT agrees that it shall not use the FUNDS in any manner that provides income to GRANT RECIPIENT. Any earned interest income on funds generated through the use of investment of funds received from the FUNDS shall be cause, at the discretion of the CITY, for recapture of such income and/or the full amount of funds originally granted to GRANT RECIPIENT.
 - (b) **Program Income.** The use of program income by the GRANT RECIPIENT shall comply with the requirements set forth at 24 C.F.R. 570.504. GRANT RECIPIENT may use such income during the term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. GRANT RECIPIENT shall report quarterly all program income (as defined in 24 C.F.R. 570.500(a)) generated by activities carried out with the FUNDS made available under this Agreement.
 - (c) **Unexpended Program Income.** All unexpended program income shall be returned to the CITY at the end of the term as required by 24 C.F.R. 570.503(b)(7). Any interest earned on cash advances from the United States Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.
8. **Records and Reports.** The GRANT RECIPIENT shall maintain all records required by CDBG Regulations that are pertinent to the activities to be funded under this Agreement and such records as may be required by CITY. Such records shall include but not be limited to the following:
 - (a) Records providing a full description of each activity undertaken.
 - (b) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG Program.
 - (c) Records required to determine the eligibility of activities.

- (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with the FUNDS.
- (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program.
- (f) Financial records as required by 24 C.F.R. 570.502. Such records shall contain documentation of expenses as identified in the Program Budget set forth in Attachment 1, including evidence of incurring the expense, invoice(s) for goods or services, all other invoices for which the FUNDS were expended, and payment therefor.
- (g) Records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.
- (h) Records demonstrating client eligibility for the services provided. Such records shall include data including but not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. If self-certification is used to verify eligibility, actual client eligibility documentation must be collected and analyzed for eligibility for a minimum of ten percent (10%) of total clients served each quarter. Such information shall be made available to CITY or its designees for review upon request.
- (i) Any such other related records as CITY may reasonably require or as required to be maintained pursuant to the CDBG Regulations.

GRANT RECIPIENT shall, upon request of CITY, prepare such reports as may be required for CITY and/or GRANT RECIPIENT to comply with the CDBG Regulations.

9. **Client Data and Other Sensitive Information.** GRANT RECIPIENT must comply with 2 C.F.R. 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information HUD or CITY designates as sensitive or GRANT RECIPIENT considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
10. **Retention of Records.** All accounting records, reports, and supporting documents pertaining to all costs, expenses and the FUNDS received by GRANT RECIPIENT and all documents related to this Agreement shall be maintained and kept available at GRANT RECIPIENT's office or place of business for the duration of the Agreement and thereafter for five (5) years after CITY submits its annual performance and evaluation report to HUD to report the activities assisted under the Agreement for the final time in conformity with the CDBG Regulations. Notwithstanding the foregoing, records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such claims, litigation, appeals, or exceptions.
11. **Audit Requirements.** If GRANT RECIPIENT is granted seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds, GRANT RECIPIENT shall comply with and/or cause compliance with all audit requirements established by 2 C.F.R. 200.501 et seq.
12. **Uniform Administrative Requirements.** GRANT RECIPIENT shall comply with applicable uniform administrative requirements as described in 24 C.F.R. 570.502.
13. **Separation of Accounts.** All FUNDS received by GRANT RECIPIENT from CITY pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan

institution with recordkeeping of such accounts maintained pursuant to applicable requirements set forth in 2 C.F.R. 200 et seq. GRANT RECIPIENT is not required to maintain separate depository accounts for the FUNDS; provided, however, that GRANT RECIPIENT must be able to account for receipt, obligation and expenditure of the FUNDS pursuant to applicable requirements of 2 C.F.R. 200.302 et seq. and any other applicable law.

14. Compliance with Applicable Laws. GRANT RECIPIENT shall comply with all applicable federal, state and local laws, ordinances, regulations, and permits, including but not limited to all CDBG Regulations relating to financial and contractual procedures, and 2 C.F.R. 200 et seq. and as set forth in 24 C.F.R. 570.502(b), which are on file in the City of Costa Mesa, 77 Fair Drive, Costa Mesa, California 92626, and are fully incorporated herein by reference. If applicable, GRANT RECIPIENT shall further comply with the requirements of Part 570 of Title 24 of the Code of Federal Regulations, including Subpart K of Part 570, except that GRANT RECIPIENT does not assume CITY's environmental responsibilities described in 24 C.F.R. 570.604 or CITY's responsibility for initiating the review process under 24 C.F.R. Part 52.

- (a) GRANT RECIPIENT shall maintain all presently required permits and shall secure any new permits required by any authority herein with jurisdiction over the work, project, or services provided by GRANT RECIPIENT with the FUNDS.
- (b) GRANT RECIPIENT shall ensure that the requirements of the National Environmental Policy Act and California Environmental Quality Act are met for any permits, discretionary approvals, or other entitlement required to carry out the terms of this Agreement.

15. Non-Discrimination; Civil Rights Compliance.

(a) **Compliance.** GRANT RECIPIENT shall comply with the Unruh Civil Rights Act, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) **No Discrimination in Any Program or Activity.** In the performance of this Agreement, GRANT RECIPIENT shall not under any program or activity funded in whole or in part with FUNDS on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, familial status, age, mental disability, physical disability, medical condition, genetic information, marital status or sexual orientation:

- (i) Subject an individual to unlawful discrimination.
- (ii) Deny any facilities, services, financial aid or other benefits provided under the program or activity.
- (iii) Provide any facilities, services, financial aid or other benefits that are different or are provided in a different form from that provided to others under the program or activity.
- (iv) Segregate or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

- (v) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
 - (vi) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition that the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
 - (vii) Deny an opportunity to participate in a program or activity as an employee.
- (c) **Non-Discrimination in Administration of Services.** GRANT RECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, religion or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, religion, or sex.
- (d) **Non-Discrimination in Site Selection.** GRANT RECIPIENT, in determining the site or location of ~~housing or~~ facilities provided in whole or in part with the FUNDS, may not make selections of such site or location which will have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, religion, sex, disability or familial status, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.
- (e) **Overcoming Effects of Prior Discrimination.** If GRANT RECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, religion, sex, disability or familial status, GRANT RECIPIENT must take affirmative action to overcome the effects of prior discrimination, pursuant to applicable requirements of the CDBG Regulations and other applicable federal laws and regulations.
- (i) Even in the absence of prior discrimination, GRANT RECIPIENT should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin, religion, sex, disability or familial status. Where previous discriminatory practice or usage tends, on the grounds of race, color, national origin, religion, sex, disability or familial status, to exclude individuals from participation in, to deny them the benefits of or to subject them to discrimination under any program or activity to which CDBG funding applies, GRANT RECIPIENT shall take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.
 - (ii) GRANT RECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.
- (f) **Exceptions.** Notwithstanding the foregoing non-discrimination provisions, nothing contained herein shall be construed to prohibit GRANT RECIPIENT from maintaining or constructing separate living facilities or restroom facilities for the different sexes. Furthermore, selectivity

on the basis of sex is not prohibited when only a member of the same sex can properly perform institutional or custodial services for the recipients of the services.

(g) Non-Discrimination in Employment. GRANT RECIPIENT shall comply with 24 C.F.R. 570.607, including the non-discrimination in employment and contracting opportunities laws, regulations, and Executive Orders set forth therein.

(i) GRANT RECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of GRANT RECIPIENT, state that GRANT RECIPIENT is an equal opportunity employer.

(ii) GRANT RECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by CITY's contracting officers advising the labor union or workers' representative of GRANT RECIPIENT commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(h) GRANT RECIPIENT shall include the provisions of this Section 15 (Non-Discrimination; Civil Rights Compliance) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor.

16. Ineligibility of GRANT RECIPIENT or Contractors. GRANT RECIPIENT shall not use the FUNDS directly or indirectly in its operations or to employ, award contracts to or otherwise engage the services of or fund any contractor during any period of debarment, suspension or placement in ineligibility status of the GRANT RECIPIENT or such contractor under the provisions of the CDBG Regulations.

17. Conflict of Interest in Procurement. GRANT RECIPIENT shall comply with all applicable conflict of interest provisions set forth in 2 C.F.R. Part 200 and 24 C.F.R. 570.611 in the procurement of supplies, equipment, construction and services by GRANT RECIPIENT.

18. Condition for Religious Organization. GRANT RECIPIENT shall comply with all applicable conditions prescribed by HUD for the use of the FUNDS by religious organizations if GRANT RECIPIENT is a religious organization.

19. Termination of Agreement.

(a) In accordance with 2 C.F.R. 200.340, this Agreement may be terminated as follows:

(i) By CITY, if GRANT RECIPIENT fails to comply with the terms and conditions of this Agreement;

(ii) By CITY, if it determines the award no longer effectuates the program goals or the CITY's priorities;

(iii) By CITY, with GRANT RECIPIENT's consent, provided that the parties agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(iv) BY GRANT RECIPIENT, by sending written notice to the CITY setting forth the reasons for the termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the CITY determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made to GRANT RECIPIENT, CITY may terminate award and this Agreement in its entirety.

The parties shall comply with 2 C.F.R. 200.341 in providing notices of termination.

(b) In the event this Agreement is terminated in whole or in part, the parties shall comply with 2 C.F.R. 200.344 and 2 C.F.R. 200.345.

(c) **Repayment of Funds by GRANT RECIPIENT.** In the event this Agreement is terminated, as provided in this section, GRANT RECIPIENT shall immediately return to CITY any and all unexpended and unencumbered FUNDS. Further, GRANT RECIPIENT shall comply with the provisions of the section of this Agreement relating to Reversion of Assets.

(d) **Additional Payment after Notice of Termination at Discretion of CITY.**

In the event of early termination of the Agreement (except when due to the non-performance or breach by GRANT RECIPIENT), at CITY's sole discretion, GRANT RECIPIENT may be compensated for all services rendered through the date of notice of termination and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement, to the extent that funds are available from City.

20. Defaults; Remedies. If either party materially fails to comply with any term of this Agreement, said noncompliance shall be considered a breach or default hereunder and a basis for termination for cause as provided herein.

(a) **Enforcement by CITY Due to Default by GRANT RECIPIENT.** In the event of default by GRANT RECIPIENT, in addition to any other remedies available at law or in equity, CITY may take one or more of the actions provided under CDBG Regulations, including, but not limited to, 2 C.F.R. 200.339 relating to enforcement for breach of this Agreement.

(i) The remedies available to the CITY under 2 C.F.R. 200.339 include, without limitation, temporarily withholding cash payments, disallowing non-compliant costs, wholly or partly suspending or terminating the award, recommending the initiating of suspension or debarment proceedings and withholding future awards.

(ii) If the CITY finds that GRANT RECIPIENT has violated a term or condition of this Agreement, CITY, in its sole discretion, may require the GRANT RECIPIENT to:

(1) Repay all monies received from the CITY under this Agreement; and/or

(2) Transfer possession of all materials and equipment purchased with grant money to the CITY.

(b) **Recapture.** GRANT RECIPIENT shall have the affirmative obligation to repay, and CITY shall have the affirmative right (but not the obligation) to recapture from GRANT RECIPIENT, all (or any portion of) the FUNDS disbursed to GRANT RECIPIENT hereunder in the event

of GRANT RECIPIENT's default hereunder or in the event GRANT RECIPIENT refuses to accept or fails to comply with any conditions which may subsequently be imposed by HUD for the operation of the CDBG Program.

21. Reversion of Assets.

(a) **Unencumbered or Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, GRANT RECIPIENT shall transfer to CITY any unexpended and unencumbered FUNDS on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.

(b) **Real or Personal Property Assets.** Any real property or moveable or immovable personal property under GRANT RECIPIENT's control or ownership that is acquired or improved in whole or in part with the FUNDS disbursed under this Agreement, the original cost of which exceeds five thousand dollars (\$5,000.00), shall either be, at the election of CITY: (1) used by GRANT RECIPIENT for the eligible program services meeting the purposes of the CDBG Program for a period of five (5) years after termination or expiration of this Agreement; or (2) disposed of and proceeds paid to CITY in a manner that results in CITY being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to GRANT RECIPIENT's out of pocket expenditures using non-CDBG Program funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fees incurred in listing and completion of sale of such asset.

(i) In furtherance of the foregoing, if CITY selects continued use of the capital asset, then GRANT RECIPIENT hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by CITY against GRANT RECIPIENT and its successors in interest.

(ii) In the event CITY selects disposition of the subject real or personal property, then GRANT RECIPIENT shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to CITY upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

22. Independent Contractor. GRANT RECIPIENT is and shall be acting at all times as an independent contractor and not as an employee or agent of CITY. Neither CITY nor any of its employees shall have any control over the conduct of GRANT RECIPIENT, its agents or employees, except as set forth in this Agreement.

23. Licensing. GRANT RECIPIENT shall obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing its operations. GRANT RECIPIENT shall ensure that its staff also obtains and maintains all required licenses, registrations, accreditations, and inspections from all agencies governing GRANT RECIPIENT's operations and work hereunder.

24. Inspection of Records. CITY and/or their representatives shall have access, for purposes of monitoring, auditing and examining GRANT RECIPIENT's activities and performance, to books, records, reports, documents and papers, and the right to examine comparable records of GRANT RECIPIENT's subcontractors, bookkeepers and accountants, employees and participants in regard to said program.

(a) Monitoring. CITY and the United States government and/or their representatives may schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of GRANT RECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information.

(b) Failure to Provide Records. In the event GRANT RECIPIENT does not make the above-referenced records available within the City of Costa Mesa, California, GRANT RECIPIENT shall pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

25. Assignability. GRANT RECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY, except that claims for money due or to become due to GRANT RECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Any assignment delegation or novation other than as provided above shall be void and inoperative. Written notice of any request for an assignment or transfer shall be promptly furnished to CITY and CITY shall exercise reasonable diligence in reviewing and approving or disapproving such request.

26. Prohibition on Expending FUNDS to Obtain Other Funding. GRANT RECIPIENT shall not expend the FUNDS granted hereunder to fund another service provider, to pay a contractor for services outside the scope of this Agreement, to apply for other public agencies' program funds or to supplant another funding source, unless expressly approved in writing by CITY.

27. Indemnification. GRANT RECIPIENT shall indemnify, defend, with counsel of CITY's choosing and hold harmless CITY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against CITY, its elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by GRANT RECIPIENT, its officers, employees, agents, volunteers and/or subcontractors.

GRANT RECIPIENT shall further indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions or proceedings arising from or relating to any failure of GRANT RECIPIENT to comply with any applicable laws or regulations.

28. Insurance.

(a) Minimum Scope and Limits of Insurance. GRANT RECIPIENT shall obtain, maintain and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 - (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 - (iii) Workers' compensation insurance as required by the State of California. GRANT RECIPIENT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by GRANT RECIPIENT and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (b) **Endorsements.** The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
- (i) **Additional insureds:** "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the GRANT RECIPIENT pursuant to its contract with the CITY; products and completed operations of the GRANT RECIPIENT; premises owned, occupied or used by the GRANT RECIPIENT; automobiles owned, leased, hired or borrowed by the GRANT RECIPIENT."
 - (ii) **Notice:** "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to CITY."
 - (iii) **Other insurance:** "GRANT RECIPIENT's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
 - (iv) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
 - (v) GRANT RECIPIENT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (c) **Deductible or Self Insured Retention.** If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

(d) Certificates of Insurance. GRANT RECIPIENT shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this Agreement.

(e) Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which GRANT RECIPIENT may be held responsible for payments of damages to persons or property.

B. CITY OBLIGATIONS.

- 1. Payment of Funds.** CITY shall disburse to GRANT RECIPIENT from funds amounts expended by GRANT RECIPIENT in carrying out said program pursuant to this Agreement in quarterly installments determined by CITY. Payment shall be made to GRANT RECIPIENT based on the submission of quarterly invoices, in a form prescribed by CITY, detailing such expenses. Invoices must include documentation of expenses by receipts, time records, invoices, canceled checks, or other appropriate documentation that fully and completely discloses the amount(s) and nature(s) of the expenditures. CITY shall pay such invoices within forty-five (45) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred and documented within the scope and provisions of this Agreement and in conformity with the CDBG Regulations and that GRANT RECIPIENT is in compliance with the terms and conditions of this Agreement.
- 2. Audit of Account.** CITY will include an audit of the records and accounts maintained by GRANT RECIPIENT pursuant to this Agreement in CITY's annual audit of all CDBG funds pursuant to CDBG Regulations, Title 24 of the Code of Federal Regulations, and other applicable federal laws and regulations.

C. MISCELLANEOUS PROVISIONS.

- 1. Notices.** All notices to the parties required by this Agreement shall be in writing and shall be sent by certified mail, addressed as follows:

TO CITY: City of Costa Mesa
Housing & Community Development Department
77 Fair Drive
Costa Mesa, CA 92626
Attn: Grant Administrator

TO GRANT RECIPIENT: Holly Hagler, President & CEO
Community SeniorServ, Inc.
1200 N Knollwood Circle
Anaheim, CA 92801

- 2. Disbursement Pursuant to Agreement.** GRANT RECIPIENT acknowledges that the CITY shall disburse funds to GRANT RECIPIENT only upon execution of this Agreement and CITY is empowered to provide funds to GRANT RECIPIENT only pursuant to the provisions of this Agreement.
- 4. Drug-Free Workplace Policy.** GRANT RECIPIENT shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the work place, the penalties that may be imposed upon employees for drug abuse violations occurring in the work place, and the employee assistance programs available to employees. Each employee engaged in the performance of a GRANT RECIPIENT contract must be notified of this Drug-Free Awareness Program, and

must abide by its terms. GRANT RECIPIENT shall conform to all the requirements of CITY's Council Policy No. 100-5, attached hereto as Attachment 2. Failure to establish a program, notify employees or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of this Agreement by CITY.

5. **No Use of FUNDS for Lobbying.** GRANT RECIPIENT shall not expend any of the FUNDS for the purpose of influencing or attempting to influence any officer or employee of any agency, a member of Congress, any officer or employee of Congress or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative federal agreement and/or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

GRANT RECIPIENT shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) if it expends any funds other than grant funds for the purpose of influencing or attempting to influence the persons listed in the above paragraph.

6. **Constitutional Use of Funds.** As an express condition to this Agreement, GRANT RECIPIENT agrees that the funds provided by CITY to GRANT RECIPIENT hereunder shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the foregoing covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of CITY funds by GRANT RECIPIENT with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of GRANT RECIPIENT.
7. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, 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.
8. **Corporate 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.
9. **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 agreement.
10. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties and supersedes all other prior negotiations, understandings or agreements. This Agreement may be modified only upon mutual written agreement of the parties. Notwithstanding the foregoing, GRANT RECIPIENT shall agree to any amendment necessary to conform with federal, state or local governmental regulations, guidelines or policies.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, CITY and GRANT RECIPIENT have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

GRANT RECIPIENT

Community SeniorServ, Inc.

Federal Tax ID Number: [REDACTED]

Unique Entity ID: [REDACTED]

[Signature]
Signature

Date: 8/9/24

Alejandro Lupercio, Vice President Social Services
Name Title

[Signature]
Signature

Date: 8/9/2024

Gio Corzo, Vice President Home & Care Services
Name and Title

CITY OF COSTA MESA

[Signature]
Lori Ann Farrell Harrison
City Manager

ATTEST:

[Signature] 9/6/2024
Brenda Green
City Clerk



APPROVED AS TO FORM:


[Signature]
Kimberly Hall Barlow
City Attorney

APPROVED AS TO CONTENT:

 8/28/24

Cecilia Gallardo-Daly
Interim Economic and Development Services
Director

APPROVED AS TO PURCHASING:

 August 14, 2024

Carol Molina
Finance Director

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

ATTACHMENT 1

SCOPE OF WORK

Attachment 1 - Scope of Work
CITY OF COSTA MESA
2024-2025 Community Development Block Grant

Activity: <u>Select one</u> from the below that best describes your program.	Primary Objective: <u>Select one</u> from the below that best describes your program.	Primary Outcome Measurement: <u>Select one</u> from the below that best describes your program.	CDBG National Objective: <u>Select one</u> objective from the list below that will be addressed by your program.
<input checked="" type="checkbox"/> Senior Service <input type="checkbox"/> Youth Service <input type="checkbox"/> Homeless Service <input type="checkbox"/> Disabled Service <input type="checkbox"/> Low/Moderate-Income Service <input type="checkbox"/> Fair Housing Services <input type="checkbox"/> Housing Services	<input checked="" type="checkbox"/> <u>Create a suitable living environment:</u> Activity that benefits communities, families, or individuals by addressing issues in their living environment. <input type="checkbox"/> <u>Provide decent affordable housing:</u> Housing activity that meets family or community needs. This objective should not be used if the housing activity is an element of a larger effort, e.g., transitional housing. <input type="checkbox"/> <u>Create economic opportunities:</u> Activity related to economic development, commercial revitalization & job creation.	<input checked="" type="checkbox"/> <u>Availability/Accessibility:</u> Activity that makes services, infrastructure, housing and/or shelter available and accessible. (Note: accessibility does not refer only to physical barriers.) <input type="checkbox"/> <u>Affordability:</u> Activity provides affordability in a variety of ways including the creation or maintenance of affordable housing, basic infrastructure hookups, or services (e.g., transportation or daycare) <input type="checkbox"/> <u>Sustainability:</u> Activity promotes livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.	<input checked="" type="checkbox"/> Benefit low/moderate income persons <input type="checkbox"/> Meet community development needs having a particular urgency

I. Description of Work

- A. Provide a concise description of the activity to be undertaken with CDBG funds during the 12-month contract period including the services to be performed, length of services, who will benefit from the services, and how CDBG funds will be used. **The Lunch Café Meals Program will alleviate poor nutrition among the aging population in Costa Mesa by providing nutritional meals based on the availability of funding. All meals will be based on voluntary contributions. No individuals will be turned away due to their inability to contribute. The program's overall goal is to improve the quality of life of participants and their families by creating a safety net of health, nutrition, and supportive services to enhance their overall well-being, independence, and dignity. All Costa Mesa CDBG funds will be used to pay for raw food costs of the nutrition program.**
- B. Describe the general administrative services to be performed in support of activities noted above and list the amount of CDBG funds (if any) that will be utilized to support these general administrative services. Meals on Wheels OC has policies and procedures in place to comply with the requirements of the CDBG funding. General administrative responsibilities include tracking outcomes and services through our tracking systems which compiles all unduplicated participant data. Meals on Wheels OC reports all required information to the City of Costa Mesa. No CDBG funds will be used to support administrative services. All CDBG funds will be allocated towards raw food costs of the nutrition program.

II. Output Measurements

- A. Total number of unduplicated clients anticipated to be served by the CDBG-funded during the program 12-month contract period (regardless of community of residence) = 145 Persons
- B. Number of unduplicated Costa Mesa residents to be served with CDBG funds during the 12-month contract period = 145 Persons
- C. Of the Costa Mesa residents to be assisted with CDBG funds (should not exceed persons listed in II.B.):
 - How many will have new or continued access to this service or benefit? 145 Persons
 - How many will have improved access to this services or benefit? Persons
- D. Provide a "break-down" of the Costa Mesa residents to be served by the activities listed above. Each resident obtaining services should only be counted once even if they receive multiple services. See the example below.

SAMPLE PROGRAM SERVICE GOALS	
Costa Mesa Residents	Type of Service Provided * If a resident receives multiple services, only count once. <i>Example: Resident receives food bank, rent & utility assistance - resident only counted once under "Direct Assistance"</i>
20	Phone Referrals
50	Counseling Services
10	Food Bank
5	Direct Financial Assistance (rent, mortgage, utility assistance)
85	TOTAL UNDUPLICATED

Program Service Goals	
Costa Mesa Residents	Type of Service Provided * If a resident receives multiple services, only count once.
145	Lunch Café Meals Program
145	TOTAL UNDUPLICATED

- E. Estimate the number of unduplicated Costa Mesa residents to be served with CDBG funds during the 12-month contract period per quarter:

Quarter 1: July 1 – September 30	<u>36</u> Persons
Quarter 2: October 1 – December 31	<u>36</u> Persons
Quarter 3: January 1 – March 31	<u>36</u> Persons
Quarter 4: April 1 – June 30	<u>37</u> Persons
Total	<u>145</u>Persons

F. Summarize the program outcomes and how outcomes will be measured, tracked & reported. **Meals on Wheels OC will provide nutrition services to 145 older adults through our Lunch Café Meals Program. Participant information will be collected using completed intake forms. The outcomes will be tracked in our CDBG spreadsheet. The measured outcomes will be reported by submitting the Quarterly Performance Report to the city of Costa Mesa.**

III. 2024-2025 Program Budget

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

Quarter 1: July 1 – September 30	\$7,125.00
Quarter 2: October 1 – December 31	\$7,125.00
Quarter 3: January 1 – March 31	\$7,125.00
Quarter 4: April 1 – June 30	\$7,125.00
Total	\$28,500.00

BUDGET CATEGORY	PROPOSED USE OF CDBG FUNDS	PROPOSED USE OF OTHER PROGRAM FUNDS	TOTAL PROGRAM COSTS
Agency Administration Staff Salaries & Benefits	\$	\$265,215	\$265,215
Program Staff Salaries & Benefits	\$	\$1,820,034	\$1,820,034
Program Supplies	\$	\$140,280	\$140,280
Agency Rent/Lease	\$	\$	\$
Communications	\$	\$132,219	\$132,219
Agency Utilities	\$	\$85,961	\$85,961
Professional Services (Specify)	\$	\$592,975	\$592,975
Insurance	\$	\$66,515	\$66,515
Other (Specify) Raw Food	\$28,500	\$541,464	\$569,964
Other (Specify) Other Costs	\$	\$410,679	\$410,679
Other (Specify) In Kind	\$	\$355,584	\$355,584
Other (Specify)	\$	\$	\$
TOTAL	\$28,500	\$4,410,926 *	\$4,439,426

List Source of "Other" Program Revenue Already Committed to Program

SOURCE OF OTHER PROGRAM REVENUE	AMOUNT OF OTHER PROGRAM FUNDS
Title III	\$ 2,755,519
Other City Funds	\$ 168,244
Senior Donations/Safety Net Grants	\$ 1,130,079
In Kind	\$ 355,584
	\$
TOTAL	\$ 4,409,426 *

*** Note: your program must demonstrate financial viability. At a minimum, the total of "Other" Program Revenue Already Committed To Program "must equal the "PROPOSED USE OF OTHER PROGRAM FUNDS"**

IV. CDBG Funded Personnel:

ONLY list personnel that will be paid with CDBG funds and that are listed as part of the 2024-2025 Program Budget.

CHECK BOX IF NOT APPLICABLE

AGENCY ADMINISTRATION

POSITION TITLE	ANNUAL SALARY	ANNUAL BENEFITS	TOTAL COMPENSATION	CDBG FUNDS REQUESTED	% OF TIME POSITION IS DEDICATED TO CM CDBG ACTIVITY
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%

PROPOSED PROGRAM STAFF

POSITION TITLE	ANNUAL SALARY	ANNUAL BENEFITS	TOTAL COMPENSATION	CDBG FUNDS REQUESTED	% OF TIME POSITION IS DEDICATED TO CM CDBG ACTIVITY
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%

PROPOSED PROGRAM CONTRACT STAFF

POSITION TITLE	ANNUAL SALARY	ANNUAL BENEFITS	TOTAL COMPENSATION	CDBG FUNDS REQUESTED	% OF TIME POSITION IS DEDICATED TO CM CDBG ACTIVITY
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%

ATTACHMENT 2

COUNCIL POLICY NO. 100-5