

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT - AMENDMENT**

36456

SCO ID:

STD 213A (Rev. 4/2020)

<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES	AGREEMENT NUMBER 21-CDBG-HK--00051	AMENDMENT NUMBER 01	Purchasing Authority Number
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

City of Long Beach

2. The term of this Agreement is:

START DATE

09/28/2022

THROUGH END DATE

06/25/2025

3. The maximum amount of this Agreement after this Amendment is:

\$5,100,000.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The Expenditure Deadline referenced in Exhibit A, Section 6.B. is hereby extended to March 31, 2025. All references in this Agreement to the Expenditure Deadline shall mean such new extended date.

In Exhibit A, Section 6.A., Grantee shall now have until the Expenditure Deadline referenced above to complete the grant activity(ies) in this Agreement. All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Long Beach

CONTRACTOR BUSINESS ADDRESS

411 W. Ocean Blvd, 3rd Floor

CITY

Long Beach

STATE

CA

ZIP

90802

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

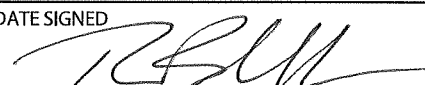
PRINTED NAME OF PERSON SIGNING

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

APPROVED AS TO FORM

7-5, 20 23  
 DAWN MCINTOSH, City Attorney

By   
 ANITA LAKHANI  
 DEPUTY CITY ATTORNEY

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority & Purpose**

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds for units of local governments (UGLGs), both entitlement and non-entitlement, and tribal governments (also referred to as "Grantees"), under the State of California's administration of federal funding for Community Development Block Grant Program (hereinafter, "CDBG" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the provisions of Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I , California Health and Safety Code Section 50825, et seq., and the California State CDBG Program Guidelines in effect as of October 15, 2019, all as may be amended from time to time. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG -Community Development Block Grant Program.

In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the 2020-2021 Annual Action Plan January 2021 Substantial Amendment under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor", "unit of local government" or "tribal government" or "subrecipient".

**2. Unit of Local Government OR Subrecipient Agreement Structures**

- A. The Grantee shall meet one of the approved unit of local government OR Subrecipient structures eligible for the CDBG-CV2 Homekey Set-Aside. The

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approved funding structure and contracting entities for this Grantee are represented in Exhibit E.

- B. Pursuant to the CARES Act Federal Register Notice FR-6218-N-01 Section III.B.6(b)(i), the approved unit of local government OR Subrecipient structures for the CDBG-CV2 Homekey Set-Aside funds are as follows:
- 1) A non-entitlement unit of local government, as a unit of local government
  - 2) An entitlement unit of local government, as a subrecipient
  - 3) A federally recognized tribe, as a subrecipient
  - 4) A Tribally Designated Housing Authority (TDHA) subrecipient partnered with a federally recognized or non-federally recognized Tribe, as a subrecipient

**3. Scope of Work**

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.
- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section I, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs

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or activities.

- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
- 1) Benefit to Low/Moderate Income Persons or Households,
  - 2) Urgent Need, or
  - 3) Elimination of Slums or Blight as defined in 24 CFR 570.483.

### 4. **Duplication of Benefits (DOB)**

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and described in FR-6218-N-01, the CDBG-CV Federal Register Notice, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, it is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source.

Grantees must have on file with the Department duplication of benefits policies and procedures that include recapture requirements and processes. Grantees must report to the Department on DOB throughout the Agreement Term. DOB must be tracked at both the programmatic level and at the client service level. The Grantee must collect affidavits from program participants agreeing to repay any portion of proceeds determined to be a duplication of benefits, with such proceeds to be returned to the Grantee and Grantee must re-capture funds from households that have received a DOB. The Department will recapture funds from Grantees with DOB(s).

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

### 5. **Effective Date and Commencement of Work**

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. Pre-

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application costs, pre-agreement costs, and pre-award costs are permitted. However, an environmental review must be performed, and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. The CDBG-CV Grantee agrees that any Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, will be subject to an environmental review prior to the execution of this Agreement by the Department and that this Agreement must be executed prior to reimbursement for pre-agreement costs incurred by the Grantee .

### 6. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before June 25, 2025. Any extensions to this term will require the Department's approval and a contract amendment.
- B. Expenditure Deadline: All Program funds shall be expended no later than June 25, 2023. All requests for funds must be submitted within 30 days after the Expenditure Deadline.
  - 1) Reporting Deadlines:
    - a) All activities must report final beneficiaries no later than June 25, 2025.
    - b) Activities that do not meet the reporting deadline will be deemed ineligible and the Grantee may be required to repay all grant funds expended on the activity.
- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.

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  - 1) Failure to Meet Milestones:
    - a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the

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Department no less than thirty (30) days from the written notification of termination.

- 2) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is completed, or the activity is canceled.

- D. Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) the expenditure deadline may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

### 7. **Scope of Work Revisions and Amendments**

#### A. Contract Revisions:

- 1) Adjustments to the Scope of Work that do not require:
  - a) an increase or reduction of activity scope;
  - b) a change in National Objective; or a
  - c) change in the type of beneficiaries assisted

may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate.

- 2) Contract Revisions may include but not be limited to:

- a) Adjustments that:
  - Itemize the scope of work;
  - Revise milestone deadlines, except for first and last milestones, and/or

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C. Grantee Contract Administrator:

The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

9. Capacity to Contract:

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

10. Authority to Execute:

Each person executing this Agreement represents and warrants to the Department that he or she is duly authorized to execute and deliver this Agreement on behalf of the Contractor, and that such authority is evidenced by a binding authorization. The person executing this Agreement, and the Contractor, acknowledge that the Department is materially relying upon the foregoing representation and warranty in agreeing to enter into this Agreement. In the event of a defect in any resolution submitted to the Department in connection herewith, then this provision shall be deemed satisfactory and admissible evidence of the authority of the signer to bind Contractor to this Agreement and Contractor shall remain fully bound to the terms hereof. In the event the Department determines in its sole discretion that a resolution submitted by the Contractor is deficient in any way, then within thirty (30) days of the Department's request, Contractor shall resubmit a new resolution which is satisfactory to the Department. Failure by the Contractor to timely provide such resolution to the Department shall constitute a default under this Agreement.